

REQUEST FOR PROPOSAL #R25-010

DINING SERVICES OPERATIONS

AUGUST 01, 2025

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* §2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL (RFP) RFP #R25-010

GENERAL INFORMATION FORM

QUESTIONS/INQUIRIES: All questions/inquiries for information regarding this solicitation should be directed to:

Name: Kathryn Dicken, Associate Director

Phone: (540) 831-5090 Email: kdicken@radford.edu

Written questions to be submitted via email no later than: AUGUST 25, 2025, by no later than 3:00 PM Eastern Standard Time (hereinafter EST)

PROPOSAL DUE DATE AND TIME: Proposals will be received until SEPTEMBER 15, 2025, up to and including 3:00 PM EST. Email and fax responses will not be accepted.

In Person* Mail or Courier* Electronically through eVA

<u>Deliver proposal to:</u> <u>Mailing Address:</u> <u>Electronic Submissions:</u>

Radford University Radford University A PDF of your proposal may be David E. Armstrong Complex Procurement and Contracts Submitted through eVA's Virginia PO Box 6885 Business Opportunities (VBO) site.

Radford, VA 24142 Radford, VA 24142-6885

BUSINESS HOURS: Radford University's Procurement and Contracts Department is open Monday through Friday from 8:00 AM to 4:30 PM EST.

LATE PROPOSAL RECEIPT:

In-Person or Mail/Courier Delivery:

To be considered for selection, proposals must be received by Radford University's Procurement and Contracts Department by the due date and time identified in this solicitation document. The official time used in documenting the receipt of In-Person and Mail/Couriered proposals is that time identified on the automatic time stamp machine located in the Procurement and Contracts Department in the David E. Armstrong building on the main campus of Radford University. Proposals received after the date and time designated herein are automatically deemed non-responsive and will not be given consideration. The University is not responsible for delays in delivery conducted by the U.S. Postal Service, private couriers, or the intra-university mail system. It is the sole responsibility of the Offeror to ensure their proposal reaches the Procurement and Contracts Department at Radford University by the designated date and time.

For Electronic Submission through eVA:

To be considered for selection, proposals must be submitted through the eVA Electronic Submission process by the date and time identified herein. In order to submit an electronic proposal, the Vendor MUST BE properly registered with eVA. Registration may be accomplished through this site: https://eva.virginia.gov/register-now.html. It is strongly encouraged that registration be completed well in advance of the submission deadline to avoid any delays in the process. Upon successful submission, the Contractor will receive confirmation of submission through eVA. Radford University will not confirm receipt of the proposal. For a tutorial on how to view and respond to a solicitation, visit: https://www.youtube.com/watch?v=KSxcAkOekW0. The University is not responsible for delays, miscommunications, or transmission errors that may occur during the electronic submission process. This includes but is not limited to issues related to internet connectivity, email servers, or other technical malfunctions. It is the sole responsibility of the Offeror to ensure the proposal is submitted on time.

UNIVERSITY CLOSINGS: If the University is closed as a result of an act of God or an emergency situation, the University's website shall post notices of said closings. It is the responsibility of the vendor to check the website at www.radford.edu for said notifications. If the University is closed on the day proposals are due, proposals will be accepted at the same time on the next scheduled business day the University is open. If the University is closed on the day of a scheduled pre-proposal conference, a written addendum will be issued to officially reschedule the conference.

^{*} Identify the envelope package as instructed in **Attachment E** – Terms and Conditions.

OPTIONAL PRE-PROPOSAL CONFERENCE AND SITE VISIT: An optional site visit will be held on AUGUST 15, 2025 from 8:00 AM (EST) to 10:45 AM (EST). The optional pre-proposal conference shall be held immediately following the site visit on AUGUST 15, 2025 and shall promptly begin at 11:00 AM (EST). ** PRE-REGISTRATION IS REQUIRED. ** See Section (13) for additional information.

TYPE OF BUSINESS: (Please check all applicable classifications). In order to qualify for assigned Small, Women and Minority (SWaM) points your business must be certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your assigned SBSD certification number. For assistance with SWaM certification, visit the SBSD website at https://www.sbsd.virginia.gov/.

Large
Small business – A business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.
Women-owned business – A business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.
Minority-owned business – A business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal inclusive of all addenda, if applicable, and as mutually agreed upon by subsequent negotiation.

Information Requested	Vendor Response (Please write or fill in legibly)
FULL LEGAL NAME OF BUSINESS:	
(Please print the company name as it appears with your	
Federal Taxpayer Identification Number)	
FEDERAL TAXPAYER IDENTIFICATION	
NUMBER (TIN):	
BUSINESS NAME / DBA NAME/ TA NAME:	
(If different than the Full Legal Name)	
BILLING NAME:	
(Company name as it appears on your invoice)	
PAYMENT ADDRESS:	
CONTACT NAME:	
CONTACT TITLE:	
EMAIL:	
TELEPHONE NUMBER:	
TOLL FREE TELEPHONE NUMBER:	
EVA VENDOR ID NUMBER:	
VIRGINIA STATE CORPORATION COMMISSION	
REGISTRATION NUMBER:	
I acknowledge that I have received the following addended	a posted for this solicitation.
	(N) 1 1 11 4 4 1 N
1 2 3 4 5 6	(Please check all that apply.)
CIONATUDE	DATE.
SIGNATURE:	DATE:

1. **PURPOSE:**

Radford University ("University") is seeking proposals from qualified firms to establish a term contract for the operation of a comprehensive, innovative, and student-focused dining services program for the main Radford campus. The selected Contractor will be responsible for dining operations across all University-owned and operated facilities, including daily campus dining, catering for special events and conferences, and food and beverage services that support the experience of alumni, donors, and other University constituencies.

The University is committed to providing a high-quality dining experience that emphasizes nutrition, variety, convenience, affordability, and responsiveness to the diverse needs of students, faculty, staff, and guests. Offerors should propose modern, flexible service models that reflect current market trends and consumer preferences, while also aligning with the University's values and strategic goals.

The successful Contractor will be expected to:

- Deliver a high level of service that continuously enhances food quality, presentation, customer experience, and program participation, with a commitment to ongoing evaluation and innovation.
- Operate with fiscal responsibility, transparency, and high standards of business practice.
- Assign an experienced on-site manager empowered to drive innovation, implement current food service trends, and
 introduce new branded or custom dining concepts that appeal to the campus community.
- Propose retail and meal plan options that are accessible, competitively priced, and designed to increase user satisfaction and meal plan participation.
- Demonstrate capacity and willingness to support University capital improvements, including dining facility renovations, technology upgrades, and other financial initiatives as part of a comprehensive business plan.
- Provide special event catering/food & beverage services that are of exceptional quality with flexible menu options, pricing and service delivery options. Special events include alumni and donor events, enrollment events, student events, Board of Visitor meetings, athletic events, commencement, receptions, banquets, galas, and other highly visible University celebrations.
- Renovate and modernize the tray/food removal process to elevate the final steps in the dining experience.
- Support, enhance, and measure progress on the University's sustainability objectives, including but not limited to those outlined in the Path to 2040 Plan.

Optional Service Areas:

- Offerors are encouraged to propose a campus-wide snack vending solution, which may be incorporated at the University's discretion during the contract term.
- Offerors may also recommend new dining concepts or small-format operations for underserved areas of campus. These may be implemented as mutually agreed upon during the term of the contract.

2. SMALL, WOMEN-OWNED AND MINORITY OWNED - SWAM BUSINESS PARTICIPATION:

The mission of Radford University is to ensure strategic business development practices are in place to promote Small, Women-Owned and Minority-Owned (SWaM) businesses to the maximum extent. Radford University encourages prime suppliers, Contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

Radford University has established SWaM goals that are posted on the Procurement and Contract website. Links to the University's SWaM initiative can be located at: Procurement and Contracts | Radford University.

3. **CONTRACT PERIOD**:

The initial term of this contract will begin July 1, 2026 and will be for a period of five (5) years, or as negotiated. There will be an option for two (2) additional five (5)-year renewals, or as mutually negotiated.

4. BACKGROUND

- A. Radford University Background: Radford University is a comprehensive public university of 7,812 students that has received national recognition for many of its undergraduate and graduate academic programs, as well as its sustainability initiatives. Well known for its strong faculty/student bonds, innovative use of technology in the learning environment and vibrant student life on a beautiful 211-acre American classical campus, Radford University offers students many opportunities to get involved and succeed in and out of the classroom. With over 250 clubs and organizations, Radford University offers many opportunities for student engagement, leadership development and community service. In addition to robust academic offerings and engaging student experiences on the main campus located in Radford, Virginia, Radford University also offers a clinical-based educational experience for some 1,000 students living and learning in Roanoke, Virginia as part of Radford University Carilion, a public-private partnership focused on the cutting-edge delivery of health sciences programming, outreach, and service. Radford University joins several other institutions in offering degree programs and continuing education opportunities at the Roanoke Higher Education Center in Roanoke, the Southwest Virginia Higher Education Center in Abingdon and flexible online offerings through its virtual campus.
- B. **Strategic Planning Process is Underway:** Radford University has initiated a project to develop the Strategic Plan 2026-2031. The strategic plan will serve as a roadmap to enhance the university's mission, vision, values, and goals over the next six years. A draft of the plan will be finalized in August 2025 to present to the Board of Visitors in September. The successful Offeror will be expected to keep the strategic plan initiatives in mind for planning, programming, support and innovation during the contract.
- C. Radford University's Mission Statement Draft approved by Radford Board of Visitors for submission to SCHEV:

"Radford University: Empower Brighter Futures, Build Stronger Communities": Radford University empowers lifelong success through inclusive education, innovation and collaboration. We foster personal growth, professional development and community impact while building strong partnerships and addressing societal needs.

D. Specific Background:

Radford University currently offers a centralized, comprehensive dining services program for the main Radford campus that supports the nutritional and lifestyle needs of its students, faculty, staff, and campus guests. Dining operations are managed through an exclusive contract with a third-party provider and include a residential dining hall, multiple retail dining venues, campus catering services, and snack and beverage vending in accordance with the University's exclusive pouring rights contract with Pepsi.

The main residential facility, Dalton Dining Hall, serves as the cornerstone of the campus meal plan program and offers a variety of stations featuring made-to-order entrees, allergen-conscious options, and rotating menus to support diverse dietary preferences. Retail operations located across campus provide a mix of national franchises and proprietary branded concepts, offering fast-casual meals, grab-and-go selections, and beverages. Convenience and customer choice are core tenets of the current program, with extended operating hours and mobile ordering technology available to support a busy and mobile campus population.

Catering services are provided for university events ranging from small departmental meetings to large-scale banquets, across a variety of audiences, budgets and purposes. Catering services supports external clients and campus throughout the year and during the summer conference season, with service available at the Radford campus. Vending services supplement the dining program and are placed in academic buildings, residence halls, athletic facilities and administrative facilities for added convenience.

Radford is seeking to continue to modernize and elevate the dining experience for students and the campus community. The University encourages a forward-looking approach that includes innovative service models, enhanced sustainability practices, and flexible dining solutions tailored to the evolving preferences of a dynamic student body, across all of its locations.

The University revamped the student meal plan structure prior to academic year 2023-24 in an effort to help address food insecurity for the student population. The University's Quality Enhancement Plan "RISE" has been providing grab and go snacks to students. Additionally, the Highlander Pantry, operated by the Dean of Students Office, provides support for the University community.

D.1. The current d	ining operations Loca	tions and Operating Ho	ours are as follows:	
Dining Option	Туре	Location	Operating Hours	Meal Plan Eligible
Dalton Kitchen	Residential buffet with stations	Dalton Hall – All you care to eat.	Mon-Fri: 7:00am - 7:30pm; Sat-Sun: 9am - 7pm	Yes
	Mon-Friday: 7:00 am- 12:00 am;			
Chick-fil-A	National chicken franchise	Bonnie Hulbert Student Center	Sat – 7:00 am - 3:00 pm Closed Sun	Yes
Starbucks	National coffeehouse	Hemphill Hall	Mon-Fri: 7:00am - 2:00pm; Sat-Sun: 7:00am - 2:00pm.	Yes
Tartan Pizza Co.	Campus-branded pizza	Dalton Hall Terrace Shops	Mon-Fri: 11:00am - 8:00pm	Yes
Wendy's	National fast-food burger chain	Dalton Hall Terrace Shops	Mon-Fri: 11:00am - 7:30pm; Sat-Sun: 12:00pm - 5:00pm	Yes
1910 Cafe	Sandwiches/wraps	Dalton Hall Terrace Shops	Mon-Fri: 7:00am - 3:00pm	Yes
Bowl Life	Build a bowl	Dalton Hall Terrace Shops	Mon-Fri: 11:00am - 2:00pm	Yes
Student Choice	Rotating quick-service menu – Menu rotates every 8 weeks	Bonnie Hurlburt Student Center	Mon-Fri: 11:00am – 12:00am	Yes
Honeycomb Commons	Coffee, tea & sweets (Virginia-sourced)	Bonnie Hurlburt Student Center	Mon-Fri: 8:00am - 3:00pm	Yes
Hissho Sushi	Fresh Sushi	Bonnie Hulbert Student Center	Mon-Fri 11:00am – 9:00pm	Yes
Highlander Market	Grab and go pre- packaged options	Dalton Hall Terrace Shops	Mon-Fri: 11:00 a.m 7:30 p.m.	Yes

D.2. The 2025-2026 Student Meal Plan Options are as follows:

Highlander All Access \$3,055.00 (Buy-Up Option)

- Unlimited swipes in Dalton Kitchen and two retail swipes (retail value per swipe of \$10.26) per day. Plan provides opportunity for at least 19 meals a week for the full 15-week semester.
- \$275 in food dollars can be used in all Dining locations at any time.
- Students can purchase additional food dollars if desired for additional retail purchases (in increments of \$50).
- If a meal plan is purchased for both fall and spring semesters, any remaining food dollars will carry over from the fall to the spring semester but will expire May 1, 2026.

Highlander Residential \$2,820.00 (default on-campus residence hall plan)

- 14 meal swipes per week, two meals per day that can be used in Dalton Kitchen or as \$10.26 at retail locations. Students are guaranteed 2 meals per day, 7 days per week for the full 15-week semester.
- \$329 in food dollars can be used in all Dining locations at any time.
- Includes \$30 in campus vending dollars.
- Students can purchase additional food dollars if desired for additional retail purchases (in increments of \$50).
- If a meal plan is purchased for both fall and spring semesters, any remaining food dollars will carry over from the fall to the spring semester but will expire May 1, 2026.
- Residence Hall Students can Buy-Up to the Highlander All Access Plan.

Highlander Junior \$1,715.00 (default university apartment plan)

- 105 meal swipes a semester to be used in Dalton Kitchen or at on campus retail locations (retail value per swipe of \$10.26)
- \$440 in food dollars can be used in all Dining locations at any time.
- Students can still choose to purchase additional food dollars if desired for additional retail purchases (in increments of \$50).
- If a meal plan is purchased for both fall and spring semesters, any remaining food dollars will carry over from the fall to the spring semester but will expire May 1, 2026.
- University Apartment residents can Buy-Up to the Highlander Residential or Highlander All Access Plans.

Highlander Commuter \$590.00 (voluntary plan for commuting students)

- 25 meal swipes a semester to be used in Dalton Kitchen or at on campus retail locations (retail value per swipe of \$10.26).
- \$275 in food dollars can be used in all Dining locations at any time.
- Swipes can be used at any time.
- Students can add additional swipes (in buckets of 10 or 25) and/or food dollars (in increments of \$50) throughout the semester after the initial buy-in.
- All unused swipes at the end of the semester expire and do not roll over.
- If a meal plan is purchased for both fall and spring semesters, any remaining food dollars will carry over from the fall to the spring semester but will expire May 1, 2026.
- Commuters can Buy-Up to Highlander Junior, Highlander Residential or Highlander All Access Plans.

The 2025-2026 Faculty/Staff Meal Plan Options are as follows:

Number of Meals	Total Cost (2025-2026)
1 set of 25 meals	\$256.00

Faculty/Staff Meal Plan

• Meals taken in Dalton Dining Hall will deduct ONE meal from the balance. This meal plan may also be used in retail locations (Wendy's, Chick-fil-A, etc.) with a retail equivalency of \$10.26.

Retail Equivalency and Door Rate

Meal Plans and Food Dollars are tax free.

Meal Equivalency Rate - 1 swipe = \$10.26

Cash Door Rate (2025-26)

Breakfast: \$9.46Lunch/Brunch: \$14.18Dinner: \$16.85

MEAL PLAN SALES FY24, FY25 and Projected FY26								
Plan	FY24	FY25	FY26					
Highlander Residential (default plan)	\$9,091,432	\$10,439,506	\$10,898,884					
Highlander All Access	\$1,176,668	\$1,521,904	\$1,587,346					
Highlander Junior	\$1,972,830	\$2,149,683	\$2,325,957					
Highlander Commuter	\$178,538	\$246,186	\$253,079					
Total Student Plans	\$12,419,468	\$14,357,279	\$15,065,226					
Faculty/Staff Meal Plan	\$58,155	\$77,876	\$85,562					
Total	\$12,477,623	\$14,435,155	\$15,150,780					

D.4. Student Enrollment and Faculty/Staff Data:

The following table presents a snapshot of Radford University's enrollment and staffing profile for Fall 2024. These figures reflect the University's current academic composition, including headcount enrollment, full-time and part-time breakdowns, housing participation, and faculty and staff counts. With over 7,800 students and a growing graduate population, Radford continues to support a dynamic learning environment through a blend of traditional residential experiences and a robust professional workforce. This data highlights key metrics used to inform strategic planning, resource allocation, and service delivery across the institution.

Category	Fall 2022	Fall 2023	Fall 2024
Total Enrollment (Headcount)	7,718	7,531	7,812
Undergraduate Degree-Seeking	6,008	5,704	6,161
Radford University Main Campus	4,815	4,500	4,851
Radford University Carilion	640	578	364
Roanoke Higher Education Center, Roanoke	64	9	101
Southwestern Virginia Governor's School	26	19	20
Distance Learning	454	594	825
Study Abroad	9	4	-
Undergraduate Totals	6,008	5,704	6,161
Graduate Degree-Seeking	1,527	1,780	1,651
Radford University Main Campus	400	438	374
Radford University Carilion	298	298	264
Carilion Clinic and Jefferson Colleges of Health Sciences	-	-	-
New College Institute, Martinsville	-	-	-
Roanoke Higher Education Center, Roanoke	23	13	74
Southwest Virginia Higher Education Center, Abingdon	7	5	5
Distance Learning	982	1,073	934
Graduate Total	1,710	1,827	1,651

Students in Radford Housing			
Main Campus Radford	2,128	1,981	2,147
Off Campus Radford Apartments	611	601	629
Patrick Henry - Roanoke	85	79	87
Total Student in Radford Housing	2,824	2,661	2,863
Faculty and Staff			
Full-Time Instructional Faculty	428	425	422
Part-Time Instructional Faculty	202	210	213
Administrative & Professional Faculty	320	315	316
Classified/Wage Staff	630	625	623
Total Faculty & Staff	1,580	1,575	1,574

D.5. Gross Sales – FY23 to FY25

	COMMISSIONABLE S	SALES BY MONTH	
Month	FY23	FY24	FY25
July	\$382,452.66	\$310,561.59	\$492,123.42
August	\$991,750.34	\$1,090,770.63	\$966,847.45
September	\$1,828,219.16	\$1,833,601.44	\$2,159,428.04
October	\$1,850,002.21	\$1,865,383.18	\$2,029,955.00
November	\$1,169,796.81	\$1,391,946.88	\$1,474,834.78
December	\$533,647.71	\$522,873.28	\$926,284.53
January	\$1,042,652.93	\$1,048,401.86	\$981,826.60
February	\$1,480,695.42	\$1,564,352.00	\$1,804,589.85
March	\$1,347,298.80	\$1,332,572.62	\$1,567,420.24
April	\$1,927,137.23	\$1,772,520.52	\$1,932,912.90
May	\$394,293.75	\$575,630.78	\$850,026.20
June	\$331,295.31	\$407,135.52	\$418,417.31
TOTALS	\$13,279,245.33	\$13,704,750.30	\$15,604,669.32

GROSS R	ETAIL SALES BY	LOCATION	
Location	FY23	FY24	FY25
1910 Cafe'	\$480,001	\$473,957	\$470,228
Chick-fil-A	\$2,101,400	*\$1,659,861	\$1,969,895
Highland Smoke House (FY23, FY24)	\$655,969	\$633,520	
Bowl Life (FY25)			\$875,624
Hissho Sushi	\$222,801	*\$202,944	\$1,102,434
Honeycomb Commons	\$216,074	\$213,474	\$358,921
Papa Johns (FY23, FY24)	\$367,103	\$225,131	
Tartan Pizza (FY25)			\$264,243
Starbucks	\$1,271,222	\$1,255,265	\$1,543,624
Student Choice	\$280,663	\$364,853	\$715,522
Wendy's	\$802,032	\$872,106	\$1,079,707
TOTALS	\$6,397,265	\$5,901,111	\$8,380,198

^{*}A portion of the FY24 Hissho Sushi sales are rolled up into the Chick-fil-A unit sales figures.

D.6. Dining Technology Utilized to Support Program

Point of Sale Systems (replaced in Summer 2023) – Nextep and Connect

Nextep (owned by university, operated by contracted Dining Services Contractor). Retail orders reach the system from order kiosks in dining retail locations, and can be done via self-service, order at counter, and via mobile app.

Nextep kiosks are currently located in center of Dalton Hall Retail Dining Seating area (3 Units) shared for orders at 1910 Café, Tartan Pizza, Wendy's, Bowl Life and Highlander Market. Nextep kiosks are also located at Chick fil A, Hissho Sushi, Student Choice. After Summer 2025 renovations, there will be 2 staffed Nextep units at CFA, 1 Nextep self-service unit for CFA, one multi-retail unit Nextep self-service kiosk, and Nextep counter/self-service units at Hissho Sushi, Honeycomb and Student Choice.

There is a Nextep counter unit (manned) at the entrance of the dining facility (Dalton Kitchen).

Starbucks has its' own Point of Sale System called Connect (installed in the Summer for 2023) which is operated by current Dining Services Contractor. There is also a Nextep kiosk in Starbucks – connected by an iPad set up with CBORD platform to accept meal plans at this location.

<u>Mobile App – Boost Mobile</u> (launched in Summer 2023)

Accepted at all retail locations, including Starbucks. Connected to all meal plans, with ability to utilize swipes and meal plan food dollars. Radford has in place University- owned automated food pick up lockers located in Dalton Hall and the Bonnie Hurlburt Student Center.

CBORD CSGOLD 9 (upgraded May 2023)

Auxiliary Services Platform where student identification, student meal plans, declining balance funds, and vending and laundry funds are loaded.

Snack Vending Machines

Snack machines have Castle readers on snack vending machines. Readers to these machines currently accept One Card with a magnetic swipe, but not Smart Card technology with a chip. Solutions are being evaluated to confirm that future vending readers will work with smart cards technology and mobile credential for vending. At present, a mag stripe would still be required.

Offerors will be expected to adapt to changing technology as the marketplace for auxiliary service platforms, point of sale systems, hardware, mobile ordering systems, and student credentialling (smart cards and use of mobile credential) throughout the contract.

5. **EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM**: The eVA internet electronic procurement solution, web site portal eva.virginia.gov, streamlines and automates government purchasing activities within the Commonwealth. Radford University, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. We are therefore requesting that your firm participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration as a **self-registered** vendor.

There are transaction fees involved with the use of eVA. These fees must be considered within the provision of quotes, bids, and price proposals offered to Radford University. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished online. Your firm must provide the necessary information. Please visit the eVA website portal at https://eva.virginia.gov/register-now.html and register with eVA. This process needs to be completed before Radford University can issue your firm a Purchase Order or contract. If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at http://www.eva.virginia.gov, or call eVA Customer Care at eva.virginia.gov/get-help-customer-care.html

6. **CONTRACT ADMINISTRATION:** Radford University assigns Contract Administrators to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor. Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at Radford University. Contract Administrators **do not** have the authority to authorize changes and/or modifications to the contract. Should noncompliance

issues exist and cannot be resolved at this level or changes or modifications to the contract are required, the assigned Procurement Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator.

- 7. **STATEMENT OF NEEDS**: Radford University seeks a dining services partner capable of delivering an innovative, sustainable, and student-centered dining program that advances our strategic mission and enhances campus vitality. The Contractor will operate across all University-owned facilities and introduce pioneering concepts aligned with the University's strategic direction.
 - A. <u>Strategic Integration</u>: Dining services should strive to actively contribute to Radford's vision of becoming a premier, innovative, student-centered university (University Strategic Plan) and support the 2020–2030 Master Plan's emphasis on student success, brand identity, and community engagement. Offerors should present options to:
 - 1) Embed dining experiences in broader institutional goals around retention, enrollment, philanthropic potential, and campus pride.
 - 2) Design programs that enhance brand identity (e.g., signature campus dining events) and support experiential learning opportunities.
 - B. <u>Student Success and Well-Being</u>: Aligned with the RISE QEP and strategic enrollment goals for improving student outcomes and inclusiveness, the Offeror should:
 - 1) Offer accessible, nutritious dining plans that accommodate diverse dietary, health, and cultural needs (allergens, vegan, gluten-free).
 - 2) Provide professional nutritional support services, including meal-planning assistance tailored to athletes and students with special needs.
 - 3) Partner with the University to ensure equitable access and representation in dining venues.
 - C. Food Security and Equity: Support student success and community outreach goals by providing avenues to the following:
 - 1) Collaborate on food insecurity programs, such as meal donation mechanisms, pop-up food pantries, support initiatives of the Highlander Food Pantry, and affordability initiatives.
 - 2) Provide flexible meal options, including commuter-friendly or sliding-scale offerings.
 - D. <u>Athlete and Panel Support</u>: To align with University athletic and wellness priorities, the Offeror should consider the following:
 - 1) Deliver performance-based meal plans and fueling programs tailored to NCAA athletes and team coaches.
 - 2) Offer year-round affordable catering support for athletic events, camps, and community outreach programs.
 - 3) Suggest and implement food options for athletes outside dining window, pop up cafe, nutrition buffets, small food canteen with healthy options salads, protein packs and juices, etc.
 - E. <u>Sustainability & Environmental Stewardship:</u> To support Radford's sustainability commitment (Path to 2040 [path-to-2040.pdf] and strategic priorities), Offerors should:
 - 1) Adopt environmentally sustainable practices, such as sourcing local food, reducing packaging waste, and deploying plant-forward menu options.
 - 2) Implement energy-efficient and low-waste operations systems.
 - 3) Track and report annually on sustainability metrics (e.g., waste diversion, carbon footprint reduction).
 - 4) Implement food waste diversion and recovery efforts.
 - F. <u>Innovation & Experiential Learning</u>: Reflecting the Master Plan's focus on innovation and community engagement, the Contractor is expected to:
 - 1) Introduce new formats, such as ghost kitchens, campus-branded delivery services, and food trucks, to enhance accessibility and convenience.
 - 2) Host hands-on culinary and business learning opportunities via pop-up concepts or partnerships with University academic programs (after business case review of proposed options, recommendations and financial vetting by the University).
 - 3) Employ students in part-time roles across dining operations.
 - 4) Provide student internship opportunities in Marketing, Finance, Management, Design, Foods and Nutrition, etc.
 - 5) Involve students in programs to participate and provide feedback on their dining experience.
 - 6) Host teaching kitchens for students
 - 7) Develop programming for commuter and students in off-campus university housing that promotes on-campus dining.
 - G. <u>Recognition and Continuous Improvement</u>: To help Radford emulate its peer institutions with award-winning dining initiatives, the Offeror should consider the following:
 - 1) Commit to regular benchmarking, customer feedback loops, and participation in regional/national culinary events.

- 2) Propose creativity-driven initiatives, seasonal events, themed dining, and community engagement programs to foster pride and external visibility.
- H. Operational Excellence and Modernization: Consistent with the Master Plan's emphasis on facility upgrades, the Offeror should be prepared to:
 - 1) Collaborate on the scheduled dining facility renovations to Dalton Hall.
 - a) This renovation will result in significant improvements to the student experience, including increased accessibility and enhanced point-of-sale space. Constructed in 1991, Dalton Hall currently houses Dalton Kitchen (all-youcare-to-eat facility), and the Dalton Terrace Shops including: Bowl Life, Highlander, Market, Wendy's, Tartan Pizza, and 1910 Cafe'. Dry storage and freezer and refrigeration for these areas are located within Dalton and the kitchen in Dalton is the base for Catering operations.
 - b) The University will be renovating Dalton Hall starting in January 2027 and the building is anticipated to be under construction for 2.5 years. During this time, the formerly used New River Grill House (located in Muse Hall) will become the University's all-you-care-to-eat-dining facility. Dry storage and freezer and refrigeration space will be located within Muse Hall. Muse Hall dry storage also houses products for the Starbucks located in Hemphill Hall.
 - c) Additional options, such as pop ups, food trucks, ghost kitchens, and flexible retail concepts will be required during the renovation. Please provide a detailed plan of how you will help meet the dining needs of the campus community during this renovation. The University's goal is to continue to provide innovative, easy to access food options, that enhance the student experience. The successful Offeror will need to provide suggestions and feedback to the project Architectural and Engineering firm as part of the project planning process, in collaboration with the University's project planning team. Innovative and fresh dining concepts, preparation areas, student gathering areas, and supports such as autonomous markets will be considered as part of the exciting renovation project.
 - d) In preparation for the upcoming renovation, a full-service Chick-fil-A will open (previously a grab and go model) in the Bonnie Student Center in Fall 2025, along with a streamlined Hissho Sushi location. The Student Choice location, also in the Bonnie, will be equipped with additional equipment to support a wider range of food offerings. Dry storage and refrigerator and freezer space are being added in the Bonnie to support these units, along with the Honeycomb Commons unit. Additionally, a new 24/7 vending area is being opened for Fall 2025 in the Bonnie Student Center that will include some specialty automated food preparation machines, as well as drink machines.
 - 2) Integrate technology-enhanced service models (mobile ordering, dynamic scheduling, data-driven operations).
 - 3) Provide robust reporting and analytics on participation, satisfaction, financials, and operational performance linked to strategic KPIs.
- I. <u>Catering Services</u>: The Contractor shall provide high-quality, full-service catering operations to support the diverse needs of the University community. Catering must be flexible, competitively priced, and available for a wide variety of events, ranging from informal gatherings and student events to formal receptions and University-sponsored banquets. Catering expectations are as follows:
 - 1) Tiered service options (e.g., casual boxed meals to plated banquet service).
 - 2) Online ordering and event management systems
 - 3) Customizable menus that support dietary, cultural, and religious needs.
 - 4) Sustainability practices (e.g., reusable serviceware, food donation, minimal packaging).
 - 5) Support for remote campus sites, including Roanoke-based programs or off-site meetings.
 - 6) Ability to scale for special events such as commencement, donor functions, and athletics.
 - 7) Hold an active ABC license to staff and support events that require it.
 - 8) Provide a blanket waiver and dollar amount in your proposal that University units can spend at stores without having to seek a waiver from University catering.
- J. <u>Snack Vending Services (Optional)</u>: Offerors are encouraged to propose a comprehensive snack vending program that complements the broader dining services operation. While vending services are optional in this solicitation, the University reserves the right to implement this option at any time during the contract term. The university would be interested in the following:
 - 1) Placement in academic buildings, residence halls, athletic center, and administrative areas as determined by the University.
 - 2) A balance of traditional snack/beverage options and health-conscious or allergen-friendly alternatives.

- 3) Equipment that is modern, energy-efficient, and ADA compliant.
- 4) Cashless payment options.
- 5) Real-time monitoring of machine performance and inventory levels.
- 6) Revenue reporting and commission transparency at intervals as agreed upon.
- 7) Rapid restocking and maintenance responses.
- K. Beverage Pouring Rights: In May 2021, the University awarded a 10-year exclusive beverage contract for the Pepsi Beverage Company to provide exclusive beverage pouring rights for all non-alcoholic beverages (bottled, fountain, and full-service vending). The University's franchise operators and dining operators may sell non-competing specialty products such as hot beverages and Starbucks brand items. The Contractor shall be required to honor the exclusive beverage rights agreement and to purchase approved cups from Pepsi for dispensing of post-mix products at the University as long as prices are reasonable. The Contractor is required to purchase directly from Bottling Group LLC.
- L. Operational Requirements: In addition to the overarching expectations described in this Statement of Needs, the selected Contractor shall be required to comply with all specifications outlined in Attachment A General Requirements, which is hereby incorporated into and made a part of this solicitation by reference. This attachment sets forth the detailed operational, sanitation, food preparation, catering, vending, staffing, and compliance requirements that shall govern the Contractor's performance throughout the duration of the contract.

Offerors are expected to review Attachment A thoroughly and include in their proposals a clear acknowledgment of their understanding of, and agreement to, all applicable requirements. Proposals must demonstrate how the Offeror will meet or exceed the standards defined therein and should include any proposed enhancements or innovations related to those requirements.

M. Facilities, Utilities, Equipment and Maintenance Provisions: The successful Contractor will be expected to operate within and uphold the facility-related expectations set forth by Radford University. All facility use, utility access, equipment responsibilities, and maintenance standards are fully detailed in Attachment B – Facilities, Utilities, Equipment & Maintenance, which is hereby incorporated into and made a part of this solicitation by reference.

Offerors must review and acknowledge all requirements contained in this attachment, including but not limited to:

- 1) Allocation and care of capital and expendable equipment;
- 2) Responsibilities related to energy use, recycling, and sanitation;
- 3) Use of University facilities and access to utilities;
- 4) Equipment maintenance, repair coordination, and inventory procedures;
- 5) Required consultation and approvals for alterations, signage, or renovations;
- 6) Compliance with University safety and insurance policies.

Proposals shall demonstrate how the Offeror will manage operations in accordance with these standards and outline any proposed enhancements to facilities stewardship, equipment care, and utility efficiency.

- 8. **SPECIFIC REQUIREMENTS:** Proposals should be as thorough and detailed as possible so that Radford University may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:
 - A. **Plan or Methodology for Delivery of Services:** Provide your plan for providing Dining Services Operations for Radford University. Offeror should provide information addressing all requirements as stated in the Statement of Needs above to include:
 - 1. A description of the value you offer to the Radford University community in terms of a wide variety of quality food offerings at a reasonable cost. Please include specific examples of the types of dining options you propose to offer. Examples may include, but are not limited to:
 - Global cuisine stations (e.g., Latin American, Asian fusion, Mediterranean, Halal, Indian)
 - Allergen-conscious and dietary-specific options (e.g., gluten-free, dairy-free, vegetarian, vegan, low-sodium)
 - Build-your-own stations (e.g., grain bowls, stir-fry, pasta, burritos, salads)
 - Locally sourced or farm-to-table items
 - Late-night dining options and extended service hours
 - Rotating chef's specials or limited-time offerings
 - Fresh bakery items, smoothies, or cold grab-and-go selections

- 2. Sustainable and ethically sourced items (e.g., compostable packaging, Fair Trade coffee)
- 3. A description of how the Offeror monitors and incorporates current culinary and dining industry trends, including menu innovation, sustainability practices, and evolving customer preferences. Please include examples of how this has been implemented in other operations.
- 4. A description of what specific services the Offeror proposes to provide the manpower needed, when services shall be performed, by whom, and the anticipated time durations for typical services.
- 5. A description of the Offeror's customer service model for students, faculty and staff, and the campus community as a whole. Explain how you will provide outstanding customer service.
- 6. A description of what you will offer as solutions while Dalton Hall is under renovation.
- 7. A description of any reports, certifications, or deliverables in the performance of the work included in this solicitation. Please include copies of all standard certifications, business licenses, resumes of key employees, reports, example receipts, and tracking tools.
- 8. Include copies of sample menus with suggested pricing (catering).
- 9. Identify a projected timeline for delivery of services relative to the award date of the contract.
- 10. Emergency Response Planning methodology.
- B. **Experience and Qualifications**: Provide a written narrative outlining the experience of the firm in providing the services described.
 - 1. Provide names, qualifications, and experience of personnel to be assigned to the project, including an organization chart, individual qualifications, and duties.
 - 2. Resumes of key employees to be assigned to the project.
- C. Current Dining Services Operations experience: Provide a list of all locations where the Offeror has operated since January 1, 2020, or is currently operating dining services. For each location at a college or university, indicate whether the Offeror currently has a contract for the operation, where it was canceled or renewed. In the event of cancellation or non-renewal, please provide information as to why that decision was reached.
- D. **Financials:** Provide the financial documentation as requested in Attachment C Financial and Capital Investment Requirements.
- E. **Business Practices:** Provide a detailed description of how your company will manage and implement dining operations for the University.
- F. **Accounting:** The Offeror should provide a description of its control of cash and cash receipts, recording, checking, reporting of sales and revenues, purchasing and receiving, control and accounting for inventory, accounting for food and product costs, menu planning, and cost analysis.
- G. **Organizational Chart:** Provide an organizational chart showing the management structure of the Offeror with a description of the qualifications and credentials of upper-level management.
- H. **Technology Plan:** Provide an automation/technology plan (e.g., point of sale system) for the management of the dining facilities for the University. For each area to be automated, the Offeror is to provide a brief description of what the automated system will do. Indicate if this automated system can, or will be, tied to the Offeror's central computer system and, if so, when it may be installed and what functions this networking will provide. The Offeror is to indicate what type of backup system or procedures are to be utilized in the case that the system is temporarily inoperative. *Note: The University's desire would be to maintain the newly upgraded Nexstep system, if possible.*
 - Information on Data Security: Information on data security and protection is required and included in Attachment
 F attached hereto. The successful candidate will be required to provide a SOC2 and HECVAT for University approval
 for any systems that faculty, staff or students access or that contain protected or sensitive university data. PCI
 documentation for any systems used for credit card transactions.
- I. **Implementation Plan:** Provide a contract implementation and transition plan, with target and event dates for assumed operation of Dining Services.
- J. **Pricing Schedule**: Complete and return the Pricing Schedule, Attachment K.
- K. **References**: Provide four (4) references, either educational (preferred) or governmental, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client name, address, and the name and phone number of the individual Radford University has your permission to contact.

L. *Participation of Small, Women-owned and Minority-owned business (SWaM) Business: If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at http://www.sbsd.virginia.gov.

9. SELECTION CRITERIA AND AWARD

A. Selection Criteria:

Proposals will be evaluated by Radford University using the following weighted evaluation criteria.

	Evaluation Criteria	Percentage of Points
1	Qualifications and experience of Offeror in providing the goods/services.	20%
2	Quality of products/services offered and suitability for the intended purposes.	20%
3	Specific plans or methodology to be used to provide the products/services.	30%
4	Financial Proposal	20%
5	Participation of Small, Women-Owned and Minority-Owned (SWaM) Businesses.	10%
	TOTAL	100%

B. Award

Selection shall be made between two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offers so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, Radford University shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Radford University may cancel this Request for Proposal or reject proposals at any time prior to award. Should Radford University determine in writing and in its sole discretion that only one Offeror has made the best proposal a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated. See **Attachment B** for sample contract form.

10. PROPOSAL PREPARATION AND SUBMISSION:

A. GENERAL INSTRUCTIONS: Response shall be submitted in one of the following ways:

In Person* Mail or Courier* Electronically through eVA

Deliver proposal to:
Radford UniversityMailing Address:
Radford UniversityElectronic Submissions:
A PDF of your proposal may be
submitted through eVA's VirginiaDavid E. Armstrong Complex
501 Stockton StreetProcurement and Contracts
PO Box 6885submitted through eVA's Virginia
Business Opportunities (VBO) site.Radford, VA 24142Radford, VA 24142-6885See Attachment F for more details.

- 1. <u>IN PERSON or MAIL/COURIER RFP Responses</u>: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include.
 - a. One (1) original paper copy of the entire proposal, INCLUSIVE OF ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with section 12.A.1.c below.
 - b. **One (1) electronic copy** in WORD format or searchable PDF (USB/Flash Drive) of the entire proposal as one document, **INCLUSIVE OF ALL ATTACHMENTS** mailed along with the hard copy above. Any proprietary information should be clearly marked in accordance with 12.A.1.c below.

^{*} Identify the envelope/package as instructed in Attachment E – Terms and Conditions
No other distribution of the proposal shall be made by the Offeror.

- c. Should the proposal contain proprietary information, provide one (1) redacted electronic copy in WORD format or searchable PDF (USB/Flash Drive) of the entire document INCLUSIVE OF ALL ATTACHMENTS. All identified proprietary information should be blacked out. This USB/Flash Drive should be marked "Redacted Copy."
- 2. <u>ELECTRONIC SUBMISSION via eVA VBO RFP Responses</u>: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include:
 - a. One (1) electronic copy in WORD format or searchable PDF of the entire proposal as one document, INCLUSIVE OF ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 12.A.2.b. below.
 - b. Should the proposal contain **proprietary information**, provide **one** (1) **redacted** electronic copy in WORD format or searchable PDF of the entire document **INCLUSIVE OF ALL ATTACHMENTS**. **All identified proprietary information should be blacked out.** This file should be clearly labeled or marked "*Redacted Copy*."

(NOTE: A brief tutorial on how to submit a response through eVA VBO can be found here: <u>eVA VBO Electronic</u> Submission.)

B. PROPOSAL PREPARATION:

- 1. **Sign and Complete**: Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Radford University requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Radford University. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- 2. **Concise & Clear**: Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- 3. **Organization**: Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the attachment, paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.
- 4. **Word Usage**: As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "must" and "shall" identify requirements whose absence will have a major impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
- 5. **Binding**: The original proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- 6. **Ownership:** Ownership of all data, materials and documentation originated and prepared for Radford University pursuant to the RFP shall belong exclusively to Radford University and be <u>subject to public inspection</u> in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the

specific words, figures, or paragraphs that constitute trade secret proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in the rejection of the proposal.

- 7. **Legal Agreement**: Unless noted in the proposal, a signed and submitted proposal certifies that the firm's principals or legal counsel has reviewed the Request for Proposal General Terms and Conditions and the Special Terms and Conditions and agrees that these provisions will become a part of any final agreement, and that the principals or legal counsel has reviewed and approved the firm's entire proposal prior to submission to the University.
- C. ORAL PRESENTATIONS: Offerors who submit a proposal in response to this RFP may be invited to give an oral presentation of their proposal to Radford University. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but in no way will change the original proposal. The University will schedule the time and location of these presentations. Oral presentations may be conducted at the option of Radford University; therefore, proposals should be complete.

11. OPTIONAL PRE-PROPOSAL CONFERENCE

A. An optional site visit will be held <u>AUGUST 15, 2025 from 8:00 AM (EST) to 10:45 AM (EST).</u> Offerors <u>must</u> register for the site visit with the Procurement Officer (Kate Dicken: <u>kdicken@radford.edu</u>) and indicate the number of attendees by no later than AUGUST 8, 2025. Once notification is received of attendance, further instructions will be provided by the Procurement Officer regarding attendance, meeting location and parking arrangements.

A optional Pre-Proposal Conference will be held immediately following the site visit. The Pre-Proposal Conference will start promptly on <u>AUGUST 15, 2025 at 11:00 AM (EST)</u> in Whitt Hall, Classroom 007. While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. It is recommended you have a copy of the solicitation readily available to review during the conference.

IN PERSON ATTENDANCE (Registration is required):

For those who wish to attend in person, you may do so by coming to Whitt Hall, Classroom 007. Email the Procurement Officer (Kate Dicken: kdicken@radford.edu) to register for the Pre-Proposal Conference. Once notification is received of attendance, further instructions will be provided regarding attendance, meeting location and parking arrangements.

ZOOM ATTENDANCE (Registration is required):

You are invited to a Zoom meeting.

When: AUGUST 15, 2025 11:00 AM (EST)

Register in advance for this meeting:

https://radford.zoom.us/meeting/register/5P3JWK_jTzG6CG8oEHpxrA

After registering, you will receive a confirmation email containing information about joining the meeting. Please allow a few extra minutes prior to the Pre-Proposal Conference to complete registration and to obtain the link to the meeting via email.

B. The purpose of the Pre-Proposal Conference is to provide an overview of the University's dining needs, highlight key elements of the RFP, and review submission requirements. This session is informational only. All vendor questions must be submitted in writing by AUGUST 25, 2025, and will be addressed through the formal Request for Information (RFI) process. Final responses to RFI's will be issued in an official Addendum posted to eVA - Virginia's eProcurement Portal. TO ENSURE CONTINUITY THROUGHOUT THIS PROCESS AND TO PROVIDE FAIR AND EQUITABLE TREATMENT TO ALL VENDORS, NO QUESTIONS WILL BE ACCEPTED OR ANSWERED DURING THE CONFERENCE.

14. **INVOICES and PAYMENT**: Invoices for goods or services provided under any contract resulting from this solicitation should be submitted by email to acctspayable@radford.edu. Invoices shall be identified with the assigned contract number. Invoices shall identify contract pricing for all good/services payment is being requested. If submitting invoices by mail use the following address. **Email is the preferred method of invoice receipt.**

RADFORD UNIVERSITY ACCOUNTS PAYABLE POST OFFICE BOX 6906 RADFORD, VA 24142-6906

Payment will be made thirty days after receipt of proper invoice for the amount of payment due, or thirty days after receipt of goods / services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Pay Act.

- 15. **ADDENDUM**: Any **ADDENDUM** issued for this solicitation may be accessed on Virginia Business Opportunities by going to www.eva.virginia.gov. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the website regularly.
- 16. **COMMUNICATIONS:** Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement and Contracts Department at Radford University rejects all proposals. Formal communications will be directed to the Procurement Officer listed on this solicitation. Reference General Information Questions/Inquiries. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement and Contracts Department representative may result in the offending Offeror's proposal being rejected.
- 17. **TERMS AND CONDITIONS**: This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions. See **Attachment E**.
- 18. **ATTACHMENTS TO RFP:**

Informational:

Attachment A – General Requirements

Attachment B - Facilities, Utilities, Equipment & Maintenance

Attachment C – Financial & Capital Investment

Attachment D – Fixed Asset Inventory by Organization

Attachment E – Terms and Conditions

Attachment F – Terms and Conditions: Data Protection Hosted Systems

Attachment G – Sample of Standard Contract Form

Attachment H– Zone Map for Cooperative Contracts

Attachment I – Virginia Business Opportunities Information

To be returned with proposals:

Attachment J – Vendor Data Sheet (References)

Attachment K – Pricing Schedule

ATTACHMENT A R25-010 DINING SERVICES OPERATIONS RFP GENERAL REQUIREMENTS AS SET FORTH BY RADFORD UNIVERSITY

A. General Requirements:

- 1. The Contractor shall manage the University's Dining Services operation in a professional manner, providing the highest caliber of dining services for Radford University at all locations specified in the RFP, and any new retail locations jointly agreed by the University and the Contractor to be added under this contract.
- 2. The Contractor shall provide for all supervision, labor and the hiring of new contractor employees, materials, incidentals, insurance, and resources to manage and operate the University's Dining Services operation, including the Meal Plan Program, Retail Operations, and Catering.
- 3. The Contractor shall be an independent contractor under the appropriate Internal Revenue Service guidelines whereby no employer-employee relationship shall exist.
- 4. At all times, the goals and plans developed for the Dining Services Operations shall be consistent with the mission and philosophy of Radford University.
- 5. The Contractor shall honor all contractual catering and dining commitments in existence at the time of execution of the contract.
- 6. The Contractor may propose changes to the meal plan structure, menus, and branded concepts. Approval of these changes shall remain with the University.
- 7. The Contractor may propose changes in prices, hours of operation, and policies. Approval of these changes shall remain with the University.
- 8. The Contractor shall implement procurement, production, and financial systems that will provide accurate and timely information to effectively manage the dining operation.
- 9. The Contractor shall work with the Athletics Department to ensure the dining program is meeting the needs of the student athletes.
- 10. The Contractor shall work with the Sustainability Office to supply data for assessment needs including but not limited to the Sustainability Tracking and Assessment Rating System (STARS) and the Sustainability Indicator Management and Analysis Platform (SIMAP).
- 11. The Contractor shall market and promote its services throughout the University community. The University reserves the right to review and approve promotional materials before they are released.
- 12. The Contractor shall cooperate with the University in considering possible programming and alternative uses for dining facilities during and after normal hours of operation, in order to enhance the social and cultural events available to the University's students.
- 13. The University is currently being provided with nationally branded concepts and desires to continue utilizing such national brands. The Contractor shall include nationally branded concepts, as appropriate, in its proposal along with documented proof of applicable licensee agreements. The Contractor shall be responsible for any royalties and/or commissions due the branded concept and must comply with the established licensee agreements.

B. Food Purchasing and Production Requirements:

- 1. All food and supplies purchased shall be in conformity with minimum standards of federal and state specifications.
- 2. Authorized representatives of the University shall have the right to inspect the Contractor's inventory and invoices periodically to ensure that minimum grading specifications are being met.
- 3. Beef and veal shall be USDA choice. All pork, lamb, and poultry, USDA grade A.

- 4. All meat and meat products must be sound and sanitary on delivery. They shall be free of objectionable odors, or other signs of deterioration. No preservatives, tenderizers, or coloring agents may be added to any fresh meat or fresh meat products.
- 5. Fresh Eggs shall be USDA grade A.
- 6. Frozen fish shall be a nationally distributed brand, packed in accordance with the standards of the U.S. Department of Interior.
- 7. Fresh Fruits and Vegetables shall be USDA Grade A.
- 8. Processed fruits, juices, and vegetables shall be USDA Grade A Fancy (lower grades acceptable when form and appearance are not a factor.)
- 9. Dairy products and cheese shall be USDA Grade A.
- 10. Other grocery and condiment items are to be products that are acceptable through wide usage.
- 11. High fiber, whole grain breads shall be offered on a daily basis, both as part of entrees, and as a regular item in the line service of the food units.
- 12. The Contractor shall take into consideration the University's wishes regarding brand preferences, use of state products, and local vendors where costs are not significantly increased.
- 13. The Contractor shall not use imitation or artificial based food items without the prior approval of the University. Examples of such items include, but are not limited to, imitation sour cream and other dairy substitutes, artificial sweeteners, and meat substitutes such as textured vegetable protein.
- 14. The University maintains the right to have an exclusive beverage contract. The contractor must comply with the conditions of this contract when purchasing all beverage products.

C. Food Preparation, Serving, and Display Requirements:

- 1. All food items shall be prepared by standard industry nutritional guidelines.
- 2. The Contractor shall utilize standard industry best practices to ensure all hot foods reach the customer hot and all cold foods are served cold.
- 3. Serving lines shall be well stocked throughout the entire service period. The last customer is to be offered the same range of choice as the first.
- 4. Display and serving areas shall be clean, sanitary, orderly, and attractive at all times. Contractor's personnel shall ensure this by pre-meal inspections and frequent visits to these areas throughout the meal period with particular attention to peak feeding periods.
- 5. Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served. Leftover food items that cannot be maintained at the original level of freshness as when first served shall not be used.
- 6. A product may be of appropriate quality when initially presented, but due to a lack of attention to detail, the quality can be compromised. An example of this is washed lettuce that is presented too wet in a bowl that does not drain. The Contractor shall pay particular attention to the presentation of food and the use of appropriate wares to facilitate a quality presentation and product.
- 7. All food shall be garnished for attractive presentation whenever possible.
- 8. All bakery items that can be baked on campus shall be baked whenever possible.
- 9. The Contractor shall have and utilize a standard recipe service. Cooks and bakers shall be required to follow standardized recipes for all production items.

- 10. The Contractor shall provide a variety of programs and special dinners for students at no additional charge. These programs shall range from holiday dinners to special "theme" dinners, complete with decorations and music suitable to the occasion. These shall occur a minimum of six times during each semester. These meals shall be served and adequately promoted to encourage maximum student participation. These dinners are held predominantly in Dalton Dining Center, however, the Contractor shall also hold events in other venues such as New River Grille..
- 11. Premium meals shall be served once each month during the academic year. Premium meals shall be rotated between Tuesday, Wednesday, and Thursday and offer variety, excitement, and a festive environment, which is important in breaking boredom.
- 12. Special diets for students shall be provided at no additional charge when prescribed and approved, in writing, by a medical doctor. The Contractor is not required to deliver such meals. Nutritional counseling shall be available upon request. The Contractor's registered dietitian(s) shall be available for programs and assistance to Dining Services as required.
- 13. Nutritional and eye-appealing menus shall be provided and posted each day.
- 14. Daily and weekly menus shall be prominently posted in the kitchens and in the dining rooms and shall be made available to the residence halls, campus cable television, dining services web page, the student newspaper and voice mail.
- 15. One month (30 days) prior to the beginning of the fall, spring, and summer sessions, the Contractor shall submit a minimum four-week (4) cycle menu for Dalton Dining Center and New River Grille House, as well as menus for the cash facilities, to the University for approval. Particular attention shall be directed to weekend menus, which will not consist of leftovers and convenience items.
- 16. Prices of products sold for cash shall be no higher than the average for similar products in the prevailing surrounding area market. The Contractor must perform an annual price survey comparing the retail price of all products to at least three local merchants to justify the prices proposed for products sold on campus.
- 17. There shall be a defined vegetarian option in the all you care to eat dining facility for each meal, along with vegetarian beverages. All other locations must have vegetarian/vegan options also.
- 18. Contractor will have a means for students to communicate food allergies. Allergen information will be displayed in dining facilities and on the contractor's website for the dining locations.

D. Catering Requirements:

- 1. The Contractor shall provide a food catering program to include service for University-approved functions such as receptions, conferences or other special events as requested by the University. The catering program shall be operated in a professional manner and reflect the diverse needs of students, faculty, staff and administration in its service and menu.
- 2. The Contractor shall provide a sufficient number of qualified and trained staff to service the events, take and process catering orders, respond to inquiries and handle all aspects of a superior quality catering program.
- 3. The Contractor shall have first right of refusal to provide food and beverages for University sponsored events held on University owned or leased property, or within 30 miles of the University's campus, except when the total cost of food and beverages is less than an amount mutually agreed upon by the parties. This threshold amount will be established during contract negotiations and reflected in the final contract document. In all other locations, the University may select any catering firm. The University also reserves the right to use other catering firms when the Contractor is unable to provide the needed service due to cost, location, or personnel considerations. All requests for such services must first be presented to the Director of Dining Services prior to seeking an outside source. The Contractor shall provide ample notice to the University when it is unable to provide needed services.
- 4. Non-University groups must utilize the services of the Contractor for catered or special events held on University owned or leased property. Exceptions must be approved by the Vice President for Finance & Administration.
- 5. The Contractor shall obtain prior approval to compete for catering services provided to organizations and individuals not affiliated with the University (except as noted in Ill.D.4. above). University events are to be given priority over non-university events.
- 6. Catered services and menus shall be comparable to or better than those currently in effect. Complete catering guide and price lists shall be mutually approved. Within thirty (30) days of the contract award, and annually thereafter, the Contractor

- shall submit a catering catalog or guide, including selection, procedures and prices, to the University for approval. Options shall include a self-pickup and return option.
- 7. Room Rentals shall be paid by the parties using the facilities directly to the facility. The Contractor shall work closely with the University staff to ensure that all parties have made the necessary arrangements for room reservations and that the rooms are available.
- 8. The Contractor shall be responsible for the control of admission of guests and collection of tickets for catered events where required.
- 9. The Contractor shall be responsible for billing and collection of billings. All billing and collection procedures shall be approved by the University prior to the start of the Contract.
- 10. Alcoholic beverages may be served in locations and at functions deemed appropriate by the Office of the President or designated representative.
- 11. The Contractor shall be responsible for obtaining and holding all Alcoholic Beverage Control (ABC) licenses required for the sale and distribution of alcohol in University facilities, on the grounds and for off-premises catering. The Contractor shall comply with all federal, state, and local regulations governing the serving of alcohol.

E. Sanitation Requirements:

- 1. The Contractor shall meet or exceed all applicable federal, state, and/or local food service sanitation requirements. Receipt of any critical violations during a visit by the Virginia Department of Health Inspector shall be corrected during the inspection. A copy of all Health Department inspection reports shall be provided to the designated University representative immediately following their receipt by the Contractor.
- 2. Housekeeping and sanitation programs shall be of the highest possible levels at all times. The Contractor shall provide daily housekeeping, cleaning, maintenance, sanitation service, and cleaning supplies for all dining service facilities and equipment used by the Contractor. This shall include, but not be limited to, receiving and storage areas, kitchens, refrigerators, freezers, dining and service areas, exhaust hoods, exhaust grills, grease traps, dishwashers, conveyors, employee restrooms, trash and garbage areas, and interior windows and doors. Grease collection and removal shall be the responsibility of the Contractor.
- 3. Inspection and specialized cleaning of exhaust systems, hood surfaces, filters, plenums, ducts, fans and roof mounted coverings shall be managed by the University Safety Office. It is expected that these services shall be contracted to a professional cleaning service specializing in these areas and will be charged to the Contractor. Certification of cleaning must be prominently displayed on the hood surfaces.
- 4. During the hours that food service is provided, tables are to be bussed and/or cleaned promptly, and trash receptacles are to be emptied as required to provide for an attractive and clean facility. Contractor shall also be responsible for floor trash, sweeping, mopping, vacuuming, straightening of furniture, and spot mopping of these dining areas. Any spillage or soil shall be removed promptly from counters, steam table pans, general serving and dining areas, and floors.
- 5. Managerial and mid-level supervisory personnel shall have Serve-Safe Certification. An on-site trainer for Serve-Safe is required.
- 6. All Contractor employees shall be instructed by the Contractor in the following areas:
 - a. Service and display methods
 - b. Sanitation standards
 - c. Dress (uniform) and identification
 - d. Personal habits and hygiene
 - e. Cleaning procedures

F. Personnel Requirements:

- 1. The Contractor shall maintain an adequate staff at all times to ensure a high quality food service operation. This includes expert personnel for administration, meal planning, purchasing, equipment consulting, and production and service supervision.
- 2. The University views the Contractor's management team as part of the University's administrative team. As such, the University expects personnel experienced and knowledgeable in the conduct of college and university dining service programs. The University reserves the right to review the Contractor's selection of resident director and managers. Top management staff shall not be changed more than once per year unless mutually agreed, and then not without thirty (30) days notice and a replacement selection which is acceptable to the University.
- 3. Management positions shall not remain unfilled for a period to exceed thirty days. The University reserves the right to have the Contractor change his resident director and managers at its sole discretion.
- 4. The University reserves the right to require the assignment of personnel to particular functions, or to prohibit the assignment of personnel to functions as deemed appropriate by the University. The University reserves the right to require the removal of any employee deemed unacceptable to the University.
- 5. During the University's evaluation of proposals submitted by interested Contractors, the University reserves the right to require that Contractors, whose proposals are deemed to be under final consideration, present their candidates for any or all of the administrative staff positions.
- 6. The Contractor shall provide district and regional management staff, made known to the University by name, to routinely review and inspect operations, personally fill staff vacancies if necessary', consult with the University on current and future dining service programs, and to act with full authority on the Contractor's behalf in any and all matters pertaining to the specifications of this proposal.
- 7. Contractors are cautioned that a rigid, centralized, management concept, which defers its decisions to a regional or national office shall not be accepted by the University.
- 8. The University reserves the right to supervise and monitor all aspects of the Dining Services operation with respect to variety, quality, and quantity of food served; methods of preparation and service; opening and closing hours; and in the general categories of safety, sanitation, and maintenance of food service standards, each of which shall be conducted by the Contractor in a manner satisfactory to the University.
- 9. The University reserves the right to participate in the annual review and evaluation of the on-site representative.
- 10. All authorized representatives of the University shall have full right of access to all preparation areas and service areas at any reasonable times.
- 11. The University proposes that, regular employees of the existing Contractor be provided the opportunity, should they choose to do so, to transfer to the new Contractor's payroll at their current salary and benefit level and that management employees be given to opportunity to apply for management positions. This section is not applicable if the current provider is the successful offeror.
- 12. The Contractor shall agree to pay all personnel payroll costs (wages, salaries, fringe benefits, Social Security, unemployment and workman's compensation and other taxes as appropriate). The University requires that the Contractor match as nearly as possible (or exceed) the benefit and employment practices and policies established in the current contract. The Contractor shall propose transition procedures for assuming or compensating employees for accumulated sick leave, accrued vacation, seniority status, and other benefits which might be lost as a result of the switch from one contractor to another. Contractor shall submit a complete compensation package for its current employees, including fringe benefits, and describe how retirement and leave accruals would be converted. Contractor shall also include a list of any benefits extended to part-time employees.
- 13. The Contractor must provide retraining to all employees whose job duties change as a result of employee transitions.
- 14. Contractor employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State Law. All material relating to personnel policies and procedures must be available for review by the University.

- 15. Students employed by the Contractor shall be paid at least the University's established minimum wage (\$15 per hour for 2025-26, adjusted throughout the contract term).
- 16. The University is committed to Equal Opportunity and Affirmative Action. The Contractor shall be required to certify as being an Equal Opportunity, Affirmative Action employer.
- 17. The Contractor's employees shall strictly adhere to the University's regulations regarding acceptable standards of conduct. The Contractor's employees shall be furnished a copy of University regulations by the Contractor at the time of hiring.
- 18. Contractor's employees shall abide by the University's "Parking Regulations" including payment of University parking fees.

G. Sustainability Requirements:

- 1. Radford University is committed to being a model for sustainable campus practices and policies and has been recognized for our stewardship of economic, social, and environmental resources and for our academic commitment to sustainability. Sustainability is part of the University mission, and it is critical that the Contractor understand the commitment that the University has made to this issue. Food vendors who support this concept are specifying products from farms and vendors that produce food in environmentally friendly and socially responsible ways, educating consumers and others, in the food systems about the benefits of sustainable agriculture and practices. Additional consideration will be given to those proposals that demonstrate the ways in which they will help the University attain its sustainability goals.
- 2. The Contractor shall support and procure food products that meet sustainability standards in the areas of pesticide reduction, soil and water conservation, wildlife habitat conservation, care for livestock, and safe and fair working conditions to the maximum extent feasible during the performance of this contract.
- 3. The Contractor shall utilize sustainable, "green" cleaning products to the maximum extent feasible during the performance of this contract, with an emphasis on using products that are: biodegradable, less toxic, with minimal use of unnecessary dyes and fragrances. Please see Radford University's green cleaning program here: https://www.radford.edu/sustainability/ documents/green-cleaning-program.pdf.
- 4. The Contractor shall participate in future campus based education efforts to promote awareness and understanding of sustainable agriculture, benefits of local foods, organics, and of "green" products and systems (i.e. recycling and composting).
- 5. The Contractor shall reduce the environmental impact, where and when feasible, created by disposable "to go" food and beverage containers by using reusable and/or biodegradable containers and utensils whenever possible. Additionally, efforts shall be made to maximize opportunities to reduce overall packaging required for food (i.e. use of paper wraps for sandwiches rather than traditional plastic "to go" containers that are unnecessarily bulky and take longer to biodegrade).
- 6. The Contractor shall use paper napkins made with high levels of post-consumer recycled content.
- 7. The Contractor shall provide annual and quarterly reports to the University documenting the total cost and percent of purchases made from local vendors (within 250 miles of the University) for fruits, vegetables, dairy, flour, eggs, beef, pork, chicken, and fish. The goal shall be to maintain minimum annual levels of local foods while increasing the rate one percent per year over the life of the contract.
- 8. The Contractor shall coordinate the collection of materials from recycling bins for all catered events that serve beverages or other items in recyclable containers.
- 9. Where available, and within reasonable costs, the Contractor shall seek to purchase equipment that is Energy Star rated.

- H. **Snack Vending**. (This component is optional and may be awarded separately or may be awarded at any time during the contract period):
 - 1. As part of this RFP, Radford University would like to explore the option of outsourcing the snack food vending operation that is currently owned and operated by the University. Radford University provides snack food vending as a service/convenience and is committed to providing a variety of products while keeping costs as reasonable as possible.
 - 2. Minimum Equipment, Service, Personnel, Requirements:
 - a. The Contractor shall be responsible for supplying and maintaining the snack food vending machines located on campus. See Appendix J for a list of current vending locations and equipment being used as these locations. Services may expand to include other placements. The University reserves the right to approve all vending machine locations and price changes.
 - b. The Contractor should provide attractive, clean machines and should maintain an appropriate restocking schedule to prevent outages.
 - c. Vending machines should be mechanically and technologically compatible to utilize the University's declining balance ID card card (One Card). All costs associated with CBord IP based card readers shall be at Contractor's expense. All machines should be capable of accepting currency.
 - d. Contractor shall fix/replace equipment and replenish stock as requested within 8-business hours of the request.
 - e. The Contractor should provide point-of-service information such as: product mix, product package weight, and prices for all items.
 - f. Snack foods shall be fresh and include, but not be limited to: gum, candy, cookies, chips, crackers, pastries, and prepackaged mini meals mints
 - g. The Contractor shall Reimburse the University's One Card Office for any refunds processed by the University for a failed machine purchase or unsatisfactory product (out of date or damaged). The Contractor shall provide written guidelines regarding how refunds will be handled.
 - h. The Contractor should provide an associate to restock and to clean all vending locations.
 - i. The Contractor shall agree to pay all personnel payroll costs (wages, salaries, fringe benefits, Social Security, unemployment and workman's compensation and other taxes as appropriate).
 - j. The Contractor shall be responsible for obtaining all permits and licenses to operate and shall be responsible for paying all local and state taxes on sales.
 - k. The Contractor will place a QR Code on all machines providing an RU campus office to contact if problems exist with machines or the machine has not been stocked. This will allow the University to monitor customer problems with the maintenance or stocking of machines.
 - 1. Contractor should explore new vending sites and product opportunities.

ATTACHMENT B R25-010 DINING SERVICES OPERATIONS RFP FACILITIES, UTILITIES, EQUIPMENT AND MAINTENANCE AS SET FORTH BY RADFORD UNIVERSITY

- 1. The University shall provide all necessary capital equipment (costing \$5,000 or more per item) and facilities for the use of the Contractor. Such equipment and facilities shall include all kitchens, dining rooms, furnishings, and all other dining room and kitchen equipment owned by the University for use in the locations, adequate sanitary toilet facilities for the Contractor's employees, and adequate office space with suitable desks, chairs, and filing cabinets. The Contractor shall be responsible for the purchase and maintenance of all other office furnishings, equipment and decor.
- 2. The University shall provide all utilities to the spaces used by the Contractor, including lights, heat, air conditioning, water, and sewerage. The University shall not guarantee an uninterrupted supply of water, steam, electricity, gas, air conditioning, or heat. However, it shall be diligent in restoring service following an interruption. The University shall not be liable for any product loss which may result from the failure of any such utility services, nor shall they be responsible for short-term purchases such as ice if the refrigeration fails because of utility failure.
- 3. The Contractor shall agree to exercise care to keep usage of these utilities at a minimum by complying with University, State, and Federal energy conservation practices, regulations and policies, and shall agree to mutually cooperate in the conservation of energy and controlling of costs. This includes shutting down electrical and gas appliances whenever they are not in use for dining service operations.
- 4. The University reserves the right to charge the Contractor for excessive utilities usage based on historical consumption. The University and Contractor will exercise good faith negotiations to resolve concerns surrounding excessive utility usage.
- 5. The University shall provide the Contractor with access to telephone and network services but the Contractor shall be responsible for all costs associated with such service including installation, monthly equipment charges, and local and long distance charges. The Contractor shall reimburse the University for any costs incurred by the University on behalf of the Contractor in the provision of access to telephone service or network services.
- 6. The Contractor shall be responsible for operation of the point of sales system and annual licensing costs used in the Dining Services Operations. The University shall be responsible for the photo identification card program. The Contractor must be ready, willing, and able to integrate with the University system. Monetary responsibility for any new integration shall be arrived at through good faith negotiations at the appropriate time.
- 7. The University shall be responsible for the purchase of additional capital equipment (costing \$5,000 or more per item) and shall make or authorize the repair and replacement of worn, damaged, or malfunctioning capital equipment. The Contractor shall be responsible for furnishing necessary specifications and advising the University of such required purchases, repairs, and replacements, but the University retains the right of final determination regarding the repair or replacement of equipment. Capital equipment replacement shall be coordinated with Facilities Management. The University shall require the Contractor to repair or replace at the Contractor's expense, any capital equipment that is worn, damaged, or malfunctioning due to the negligence of the Contractor or its employees. At the expiration of the contract, the Contractor must surrender all facilities and capital equipment to the University in as good of condition as said items were at commencement of the contract, ordinary wear and tear excepted.
- 8. The University shall be responsible for the repair and/or replacement of all permanent facilities, including painting on a regular schedule, fixtures, plumbing, electrical, dining area furnishings, and drapes/blinds.
- 9. Any additions or alterations to the building or permanently affixed structures require the issuance and approval of an internal building permit through Facilities Planning & Construction.
- 10. At the inception of the contract, the Contractor shall be provided an inventory of all equipment furnished by the University for the Contractor's use. Annually, an equipment inventory shall be conducted by the Contractor and certified to the University within thirty (30) working days of the University's written notice to the Contractor. The University retains the right to verify and audit the Contractor's equipment inventory as deemed necessary. Any missing equipment that has not been located within ninety (90) days of the completion of the inventory shall be the responsibility of the Contractor and the Contractor shall be invoiced for the equipment. A joint inventory of equipment shall be taken and certified prior to the end of the contract.
- 11. The Contractor shall provide an adequate initial inventory level of expendable equipment items such as china, silverware, glassware, serving trays, salt and pepper shakers, pots, pans, and kitchenware. The Contractor must maintain the inventory levels at its expense, new items or <u>increased</u> inventory level requirements shall be the Contractor's responsibility. Any of these items in the University's custody shall be made available for a negotiated sale to the Contractor.

- 12. The Contractor shall provide such trucks, vans, or other vehicles required for the conduct of its business and shall be responsible for gas, oil, repairs, maintenance, and insurance as required by Virginia State law. Vehicles must be kept in good working condition and their appearance shall reflect favorably on the University and the Contractor.
- 13. The Contractor shall provide property and casualty insurance covering the Contractor's equipment and other personal property. The University shall provide property and casualty insurance, under the University policy, covering buildings, fixtures and equipment owned by the University.
- 14. The Contractor must consult with and obtain permission from a designated University representative prior to the disposition or declaration as surplus or removal from campus any equipment owned by the University.
- 15. University owned equipment shall not be used, loaned or rented to a third party except with special permission of the University. The Contractor shall not, without consent of the University, move University equipment between operating units or rearrange any facilities' equipment. Contractor shall not produce, store or use University facilities, equipment and/or inventories for other company owned or contract operations without the consent of the University.
- 16. No alterations shall be made on the premises without the written consent of the University. No signs, advertisements, or notices of any kind shall be painted, inscribed on, affixed to any part of the premises or any part of the building until said signs, advertisements, or notices are submitted to the University and approved, in writing, by the University.
- 17. The Contractor shall not do or permit anything to be done on said premises, nor bring or keep on the premises anything which would in any way increase any insurance rate of premium on the buildings and operations of the University, or which would constitute a nuisance or create a dangerous or hazardous condition.
- 18. The Contractor shall make available and assume monetary responsibility for the services of any architect or other qualified persons to assist in developing plans to renovate food service preparation and serving areas when such renovation is feasible, and agreed upon by the University. No renovation work may be completed without the prior consent and participation of the University.
- 19. The University reserves the right to use its dining halls and food facilities at other than mealtime for special activities and/or meetings. When such activities/meetings occur, the area(s) shall be cleaned and rearranged after each use in order to return the area(s) to the condition existing prior to the activity/meeting. The Contractor, with University/ approval, can set reasonable rates to provide service for proper cleaning of the facility after such events.
- 20. The University's representative may make periodic inspections of the facilities and equipment at any time to determine conformity with this contract.
- 21. Upon expiration or termination of the contract, inventories of food products and expendable supplies, owned by the Contractor, shall be made available for negotiated purchase by the University or its new contractor, at current fair market prices.
- 22. The Contractor is responsible for control of keys obtained from the University, and for the security of the keys, and the areas that they access. The Contractor shall immediately report all facts relating to the loss of keys, or losses resulting from breaches in security. Contractor shall be responsible for the costs of rekeying if key security is compromised due to an act or omission of the Contractor, its employees, or its agents. The University shall absorb the costs of re-keying and changing of lock cylinders for routine wear and tear.
- 23. Fire extinguisher systems shall remain the responsibility of the University except for the obligation of the Contractor to report equipment that needs maintenance. This includes the semi-annual inspection of the exhaust hood and cooking surface protection equipment, including the replacement, when necessary, of fusible links, the inspection of portable fire extinguishers, and the recharging of such extinguishers and cylinders as may be required.
- 24. Waste Removal shall be performed by the University from designated collection sites. It is the Contractor's responsibility to move all waste to these collection areas. The Contractor shall be required to rent, at its own expense, any additional trash storage/collection devices such as dumpsters as business may require. The Contractor must participate in the University's recycling efforts and segregate items to be recycled.
- 25. The Contractor shall contract for its own laundry services except to the extent that the existing washing machines and dryers provided and serviced by the University may be useful.
- 26. The Contractor will be responsible for establishing and funding pest control services for dining program units and storage areas.

ATTACHMENT C R25-010 DINING SERVICES OPERATIONS RFP FINANCIAL AND CAPITAL INVESTMENT REQUIREMENTS AS SET FORTH BY RADFORD UNIVERSITY

A. Financial Requirements

- 1. The Contractor agrees to keep accurate and correct records of all monies it receives and expends in connection with the operation of all aspects of the dining service operation and make available to the University and/or its agent the Contractor's books of account. Included shall be all invoice expenses to the operator, and other records of any reasonable period of time for the purpose of auditing periodic statements that are rendered by the Contractor to the University as requested and to credit the University for all trade, cash and quantity discounts and advertising allowances where taken. Such records shall be retained for, and available throughout, the term of the contract.
- 2. On a monthly basis, the Contractor shall submit financial reports (detailed operating statements covering its sales, food costs, labor costs, direct costs, and include the year-to-date accounting information) to the University, showing all income and expenses. Contractor shall also provide annual statistics that speak to operational efficiency such as transactions per labor hour, etc. The Contractor shall keep full and accurate records and accounts in connection with food service. This report shall be presented in a comparative format reflecting previous year's current period, previous year year-to-date and current year, current period, and current year year-to-date.
- 3. The Contractor shall provide the University a copy of the annual financial report which is certified by the Contractor's external auditor. This report shall be supplied to the University within thirty (30) days of its issuance.
- 4. The Contractor shall serve all food that is priced at cash value at a fair market price. This price structure shall approximate the surrounding community's pricing for similar goods and services.
- 5. On an annual basis, the Contractor shall notify the University, in writing, no later than December 1st, of any recommended changes in Meal Plan or Casual Meal rates for services effective the following academic year and the ensuing summer sessions. Included in any recommended change in Meal Plan or Casual Meal rates shall be proposed increases. The Contractor shall provide adequate documentation supporting the request for changes. Granting approval to request for increases is at the sole discretion of the University. The University reserves the right to approve or modify or deny any proposed increase or modification consistent with sound fiscal management. Increases shall be based on changes in the Wholesale Price Index, Consumer Price Index, Federal Minimum Wage Laws, University minimum wage rates, and government rulings.
- 6. Proposed changes in catering and a la carte prices must be submitted to the University for approval 30 days before the beginning of each semester in the academic year and before the beginning of the first summer session. Based upon the results of the annual pricing comparison survey, prices for products sold for cash may be adjusted annually to a level of no higher than the average for similar products in the surrounding area.
- 7. The University shall continue to manage the sale of board plans to students, faculty and staff using the University's selected Auxiliary Services Platform (currently CBORD CS Gold System). The University shall maintain a current database by name, RU student I.D. number, and type of meal plan, of all students authorized to be on each contract meal plan. On a weekly basis the University shall furnish the Contractor a current listing of the total number of authorized participants to be on each contract meal plan. The Contractor may review the database from which this listing is prepared with the University at any time by prior appointment with the designated University representative.
- 8. On a mutually agreed upon time schedule (currently weekly), the University shall pay the Contractor an amount equal to the total student meal days and partial meal days at the contract meal plan rate for the previous period. No charge shall be levied for those patrons deleted from the contract service after the University notifies the Contractor of a student's withdrawal. The University shall pay in arrears only.
- 9. The Contractor shall be paid based on a 15 week semester during the regular academic year. Summer sessions shall be prorated based on the number of weeks in each term. The first and last meals served each semester are decided jointly between the Contractor and the University prior to the start of each school year.
- 10. The number of serving days each academic period and summer session shall be determined by the University. Prior to the start of each academic period and summer school, the University shall provide the Contractor with a schedule, which identifies the number of full and partial serving days for each period. The Contractor's Meal Rate charge per serving day shall not be adjusted as a result of changes in the number of serving days each academic period or summer session.

- 11. The academic calendar shall show the return dates for the Residence Life staff, orientation staff, athletics and other students that may need to arrive early. The Contractor shall be responsible for providing dining services to students prior to the start of each semester at the prevailing casual meal rate. The number of meal plan participants shall be established prior to the starting date and shall be guaranteed.
- 12. Students may elect to change meal plans during the first two-weeks of each semester and first-week of any summer session. No changes may be made after that date.
- 13. No credit shall be allowed for meals missed by meal plan students.
- 14. The Contractor shall not be reimbursed for food purchased nor shall it be paid for services rendered in connection with meals consumed by its employees or guests.
- 15. The Contractor shall remit to the Virginia State Tax Commission any Virginia State Sales Tax due and to Radford City any city tax due.
- 16. The Contractor's vehicles and employees' parking fees shall be paid directly to the University and shall not be an expense of the Dining Services Operations. Contractor's employees at the University must comply with all University registration and parking regulations and are subject to penalties for violations as prescribed. Employees of the Contractor who park on campus are required to purchase a parking permit. The Contractor agrees to pay for parking fines assessed to its employees which go uncollected for a period greater than thirty (30) days. These fees and fines may not be charged to the Dining Program.

B. Capital Investment Requirements:

- 1. In addition to the operation of the University's dining service operation, the formulation and execution of a capital investment plan is required as part of this request for proposal. This plan must provide for, but may not be limited to, capital design and/or equipment changes that will enhance the dining experience in the dining halls and/or retail operations.
- 2. The University reserves the right to accept or reject any or all capital investment proposals at its sole discretion.
- 3. After the completion of any such capital investment project, the Contractor shall provide the University with the actual cost of the project and sufficient supporting documentation to justify the actual cost.
- 4. The property, equipment, etc. described above shall become the property of the University.

Radford University

Fixed Asset Inventory by Organization

25209	Dining Services									
Asset ID	Asset Description	Serial Number	MFG	Model		Acquired Value	,	Location Code		Current Status
17012	Trailer Food Stand	1W95C2149V1049327	Waymatic		10/15/1997	15,821.00	DEDMON CENTER	DC	111 1 1	Α
17013	Concession Trailer	1W9SC214XN1049787	Waymatic	NONE	09/07/1992	10,999.25	D.E. ARMSTRONG	DE		Α
19061	iPad	GB023SDVZ3A	Apple	iPad64GB	06/15/2010	699.00	DALTON HALL	DH	03/11/2021	M
20967	Cash Register	2065086348	Micros Systems	Workstation 5A system Unit	07/11/2012	5,227.71	WALKER HALL	WR129	03/05/2021	M
23401	Cash Register	4217223416	Micros Systems	Workstation 5A	10/31/2014	6,699.46	EQUIPMENT ROOM	SR223	04/19/2024	M
24184	Popcorn Popper	10711064	Gold Medal Products	2011071	10/19/2016	5,700.00	DEDMON CENTER	DC	03/12/2025	Α
24189	Cash Register	3358185223	Micros Systems	Workstation 5A System Unit	07/11/2012	5,227.71	DEDMON CENTER	DC	04/07/2022	M
DS00003	Refrigerated Sandwich Unit	2JL2814	LaRosa	L1211028M	08/25/2014	8,754.68	DALTON HALL	DH214A	03/11/2025	Α
DS00005	MICROWAVE CONVECTION OVEN	1307213090807	Merry Chef Ld.	E4CSDMV6DFU1AYUS	09/26/2013	7,161.97	DALTON HALL	DH145	03/10/2025	Α
DS00006	MICROWAVE CONVECTION OVEN	1307213090804	Merry Chef Ltd.	E4CSDMV6DFU1AYUS	09/26/2013	7,161.97	DALTON HALL	DH214A	03/11/2025	Α
DS00007	Refrigerator Walk-In	680107609	Foster	CUSTOM MADE	10/01/2003	5,596.00	DALTON HALL	DH253	03/10/2025	Α
DS00008	Refrigerator Walk-In	680107607	Foster	CUSTOM MADE	10/01/2003	5,596.00	DALTON HALL	DH253	03/10/2025	Α
DS00010	Tilting Skillet	741607D02	Cleveland	SGL40T1	05/21/2007	10,365.00	DALTON HALL	DH233	03/10/2025	Α
DS00011	Proofer/Retarder 1 Door	241023727	Baxter	RP100	10/01/2003	14,000.00	DALTON HALL	DH233	03/10/2025	Α
DS00013	Refrigerator	H9717708	Victory	UR-48-SST	09/02/1997	4,888.00	DALTON HALL	DH233	03/10/2025	Α
DS00014	Sink	85165B		PS100	08/31/2007	6,076.64	DALTON HALL	DH233	03/10/2025	А
DS00015	Roll-In Blast Chiller/Freezer	0713101510	American Panel	AP20BCF2003	07/15/2013	27,620.00	DALTON HALL	DH253	03/10/2025	Α
DS00016	Refrigerated Counter, Work Top	10708145	Beverage Air	WTR67A	07/15/2013	2,395.80	DALTON HALL	DH253	03/11/2025	А
DS00018	Refrigerator Walk-In	680107611	Foster	CUSTOM MADE	10/01/2003	5,596.00	DALTON HALL	DH253	03/10/2025	Α
DS00019	Combi Oven	E62SH13052351783	Rational	SCCSW62E	07/15/2013	29,165.84	DALTON HALL	DH253	03/10/2025	А
DS00020	Tilting Skillet	741607D01	Cleveland	SGL40T1	05/21/2007	10,365.00	DALTON HALL	DH253		Α
DS00021	Range, 6 Open Burners 36"	650101111	Wolf	C36S68	07/15/2013	5,119.78	DALTON HALL	DH253	03/10/2025	Α
DS00023	Oven Cook & Hold	1270440800	Halo Heat	ALTO SHAAM	10/11/2000	7,200.00	MUSE HALL	MU	03/04/2024	М
DS00024	Refrigerator, Roll-In 1 Section	10700907	Beverage Air	P4I11ASXDX	07/15/2013	3,338.02	DALTON HALL	DH253		Α
DS00029	Refrigerator Walk-In	680107605	Foster	CUSTOM MADE	10/01/2003	5,596.00	DALTON HALL	DH253		A
DS00030	Refrigerator, Roll-In 1 Section	10700905	Beverage Air	PRI11ASXDX	07/15/2013	3,338.02	DALTON HALL	DH253		А
DS00031	Oven	483525000	Alto Sham	1767SK	06/04/2007	7,100.00	DALTON HALL	DH253		A
DS00032	Convection Oven	062413PA050T / 062413RA053B		DFG100 Double	07/15/2013	11,271.74	DALTON HALL	DH253		A
DS00033	Convection Oven	062413RA051T / 062413PA052B		DFG100 Double	07/15/2013	11,271.74	DALTON HALL	DH253		A
DS00035	Mixer, Spiral Dough	2071405	Univex	SSL500	07/15/2013	7,559.91	DALTON HALL	DH253		A
DS00036	Food Processor	1370032	Piper Products	5 Star	07/15/2013	4,593.67	DALTON HALL	DH253		A
DS00038	Mixer, Planetary	311466847	Hobart	HL200	07/15/2013	5,806.71	DALTON HALL	DH253	110 0 1	A
DS00039	Ice Maker	KM1300SRH3	Hoshizaki America Inc	KM1300SRH3	02/21/2008	8,838.00	DALTON HALL	DH253		A
DS00040	Ice Cuber (component of 14129)	C1018O3	Hoshizaki	KM2500SWH3	07/15/2013	7,720.65	DALTON HALL	DH253		A
DS00040	Ice Cuber (component of 14129)	C10179E	Hoshizaki	KM2500SWH3	07/15/2013	7,720.65	DALTON HALL	DH245	111 11 1	A
DS00042 DS00047	Refrigerated Counter, Work Top	10708151	Beverage Air	WTR93A	07/15/2013	3,080.00	DALTON HALL	DHINDL	03/10/2025	A
DS00047	Deli Cold Pan	YACS017300	Emerson	12' Custom	07/15/2013	13,056.00	DALTON HALL	DHCRET	03/10/2025	A
DS00048	Under Counter Refrigerator	None	Eagel Group	5 Door Custom	07/15/2013	7,950.00	DALTON HALL	DHCRET	03/10/2025	A
DS00049	Refrigerated Counter, Chef Base	10707921	Beverage Air	WTRCS361	07/13/2013	3,252.00	DALTON HALL	DHRELX		A
DS00050	Under Counter Refrigerator	None	Eagle Group	4 Door Custom	07/15/2013	7,950.00	DALTON HALL	DHCRET	03/10/2025	A
DS00051	Under Counter Refrigerator	None	Ü '	4 Door Custom	07/15/2013	7,950.00	DALTON HALL	DHCRET	03/10/2025	A
DS00052 DS00053	Ü	U03344M8	Eagle Group	GLD GLD	10/01/2003	4,789.11	DALTON HALL	DHCRET	03/10/2025	A
DS00055	Exhaust Hood (Hood #5)	GE35922	Ventmaster	36X24E		6,223.44	DALTON HALL	DHCRET		
	Griddle, Electric Counter Unit		Keating	648PROG	07/15/2013		DALTON HALL	DHRELX		A
DS00056	Side-by-Side w/ Glass Door	G3543232	SubZero		07/15/2013	17,699.00			111 11 1	A
DS00057	Exhaust Hood (Hood #2)	U03344TV5	Vent Master	GLD	10/01/2003	4,789.11	DALTON HALL	DHRELX		A
DS00058	Fire Protection (Hood #2)	S073628	Ansul	R102	10/01/2003	2,607.41	DALTON HALL	DHRELX		A
DS00059	Fire System (Hood #5)	R163439	Ansul	R102	10/01/2003	2,607.41	DALTON HALL	DHCRET	03/10/2025	A
DS00062	Refrigerator, Roll-In 1 Section	10700906	Beverage Air	PRI1AS	07/15/2013	3,338.02	DALTON HALL	DHNOUR		A
DS00063	Reach-In Freezer, 2 Sections	10708650	Beverage Air	HF21S	07/15/2013	3,689.88	DALTON HALL	DHTAST	03/10/2025	Α
DS00066	Refrigerated Equipment Stand	7743480	True	TRCF72	07/15/2013	4,634.33	DALTON HALL	DHTAST	03/05/2024	М
DS00075	Warming Drawer, Free Standing	21030709112	Winston	HBBOD2GE	07/15/2013	7,337.20	DALTON HALL	DHCRET	03/10/2025	A
DS00081	Dough Roller, 2-Pass for Pizzas up to 20" Diameter	0810H570	SOMERSET	CDR2000	12/01/2008	2,898.00	DALTON HALL	DH214B	111111	М
DS00082	Refrigerator Self Serve		Qb Modular		10/01/2003	4,644.44	DALTON HALL	DH214B	03/10/2025	Α

DS00083	Triple Pizza Oven	S343930714; S343940714	Middlebury Marshall	PS636G	09/09/2014	26,558.00	DALTON HALL	DH214B	03/10/2025	Α
DS00086	Double Sided Grill	K7052511	Taylor	C60323	08/31/2007	19,457.37	DALTON HALL	DH214C	03/10/2025	Α
DS00087	Prep Table	200702242	S&G	CC26016	08/31/2007	17,410.48	DALTON HALL	DH214C	03/10/2025	А
DS00089	Open Fryer	BN0705028	Henny Penny	OFG322	08/31/2007	7,267.04	DALTON HALL	DH214C	03/10/2025	Α
DS00090	Open Fryer	BN0705029		OFG322	08/31/2007	7,267.04	DALTON HALL	DH214C	03/10/2025	Α
DS00091	Fryer Hood	NONE	None	NONE	08/31/2007	2,716.48	DALTON HALL	DH214C	03/10/2025	Α
DS00092	Fry Dump	200702422	S&G (Tag Behind Hp Timer)	NOT VISIBLE	08/31/2007	6,047.19	DALTON HALL	DH214C	03/10/2025	Α
DS00096	Frosty Machine	K7084408	Taylor	35933	08/31/2007	7,840.48	DALTON HALL	DH214C	03/10/2025	Α
DS00098	Ice Maker	R10268K	Hoshiazaki	KM900MRH3	08/31/2007	4,468.13	DALTON HALL	DH214C	03/10/2025	A
DS00102	Cabinet Hot Holding	KR704168			10/01/2003	4,026.66	DALTON HALL	DHTAST	03/10/2025	A
DS00113	Ice Machine	70011280012758	Iceomatic	855PSA	09/30/2007	2,571.73	CATERING	BE348	03/11/2025	Α
DS00114	Freezer Reach In 2 Door	14873250	True	TG2F2S	09/30/2007	3,459.14	HURLBURT HALL	HU106A	03/10/2025	Α
DS00128	Pass-Thru Display	T16039F12	Traulsen	RH132NPZCF01	04/03/2012	6,801.99	HURLBURT HALL	HU107D	03/10/2025	A
DS00141	Refrigerator Eventhaw	MTCH25056	Victory	RSIDS7	08/19/2005	3,346.13	HURLBURT HALL	HU135	03/10/2025	Α
DS00149	Drop-In Hot Food Well Unit	8922407M	Atlas Metal Industries	WIHDM4	08/24/2007	2,532.60	HURLBURT HALL	HU136	03/10/2025	A
DS00150	Cold Food Pan Drop-In	8865607M	Atlas Metal Industries	WCMDC4	08/24/2007	3,027.60	HURLBURT HALL	HU136	03/10/2025	A
DS00152	Sandwich Prep Unit 4'	15264785	Continental	DL4818M	07/03/2012	3,980.47	HURLBURT HALL	HU136	03/10/2025	A
DS00153	Refrigerator Reach-In	H0750468	Victory	RA2DS7	08/24/2007	3,708.60	HURLBURT HALL	HU136	03/10/2025	A
DS00159	Refrigerated Prep Bench	96110052	Norlake	RRZOZUAS/1	10/29/1997	2,430.00	MUSE HALL	MUBB17	03/11/2025	A
DS00159	Refrigerator	321055132	Hobart	QSA-1	10/23/1997	2,798.00	MUSE HALL	MUBB17	03/11/2025	A
DS00160	Freezer	321055132	Hobart	QSAF-1	10/23/1997	3,221.00	MUSE HALL	MUBB17	03/11/2025	A
DS00165	Dishwasher	J13123310	Champion	EEUCCW4	01/23/2014	85,720.00	MUSE HALL	MUBB13	03/11/2025	A
DS00166	Ice Machine	B67725-02605	Great Lakes Hotel	SY-1804	03/02/2005	12,266.00	MUSE HALL	MUBB13	03/11/2025	A
DS00167	Oven	483527000	Alto Sham	1767SK	06/04/2007	7,100.00	DALTON HALL	DH253	03/06/2023	M
DS00167	Skillet Tilting	746304F01	Cleveland	SEL40T1	07/02/2004	6,999.00	MUSE HALL	MUBB13	03/00/2023	A
DS00100	Refrigerator	7403041-01	Schmidt	SEL4011	05/15/1975	3,000.00	MUSE HALL	MUBB13	03/11/2025	A
DS00171	Oven Convection	11260PG020B		VXCEL	01/30/2008	9,510.00	MUSE HALL	MUBB13	03/11/2025	A
DS00172 DS00173	Oven Convection	11260PG020B	Blodgett	VXCEL	01/30/2008	9,510.00	DALTON HALL	DH253	03/10/2025	A
DS00173 DS00174	Oven Convection	112607PG018B	Blodgett	VXCEL	01/30/2008	9,510.00	MUSE HALL	MUBB13	03/11/2025	A
			Blodgett							
DS00175	Mixer Floor Model	MO13487	Univex	SRMF20	08/19/2005	2,845.13	MUSE HALL	MUBB13	03/11/2025	A
DS00176 DS00177	Oven Rotating FREEZER, BLAST CHILLER	1008100252	Middleby American Panel	AP20BCF1753	01/15/1973	23,000.00 24,730.00	MUSE HALL MUSE HALL	MUBB13 MUBB13	03/11/2025 03/11/2025	A
DS00177	Blender/Mixer	111 11 1	Hobart	V-1401	11/13/2008	-				A
		1777212		-	07/15/1969	11,099.00	MUSE HALL	MUBB13	03/11/2025	
DS00181	Kettle Steam Cleveland Range	WT2558-93D-23	Cleveland	KDT-12T	07/30/1993	4,549.85	MUSE HALL	MUBB13	03/04/2024	M
DS00184	Slicer Hobart Model 1712	56-921-661	Hobart	1712E	09/17/1993	3,029.00	MUSE HALL	MUBB13	03/11/2025	A
DS00185	Dishwasher	01/5884	Champion	LD-12-PT	05/15/2001	18,100.00	MUSE HALL	MUBB13	03/11/2025	A
DS00186	Refrigerator Freezer		Schmidt	ODT 10	07/01/1975	3,000.00	MUSE HALL	MUBB13	03/11/2025	A
DS00188	Cooker Steamer		Groen-Dover	GPT-40	01/15/1977	2,000.00	MUSE HALL	MUBB13	03/11/2025	A
DS00189	Cooker Steamer		Groen-Dover	GPT-40	07/01/1977	2,000.00	MUSE HALL	MUBB13	03/11/2025	A
DS00190	Cooker Steamer		Groen-Dover	GPT-40	07/01/1977	2,000.00	MUSE HALL	MUBB13	03/11/2025	A
DS00191	Cooker Steamer	740705000740	Groen-Dover	GPT-40	05/15/1977	2,000.00	MUSE HALL	MUBB13	03/11/2025	A
DS00193	Steamer Gas Convection	719735BB2716	Southbend	GSX10HE	07/06/2006	9,277.00	MUSE HALL	MUBB13	03/11/2025	A
DS00201	Sound System	USC6R	Tascom	CDRW900	08/25/2006	18,068.96	MUSE HALL	MUB04	03/11/2025	A
DS00203	Freezer, Reach-In	7507710	True	TG1F1G	05/31/2012	4,048.69	OUTTAKES	BE102	03/11/2025	Α
DS00204	Combi Oven	4024000000	Alta Ohama	4000D00400	06/12/2013	20,233.64	CATERING	BE348	03/11/2025	A
DS00205	Heated Banquet Cart	1231690000	Alto Sham	1000BQ2192	06/14/2013	6,271.11	CATERING	BE348	03/11/2025	A
DS00206	Refrigerator, Roll-Thru	153644696	Continental	DL3RIRT	07/17/2013	8,918.59	CATERING	BE348	03/11/2025	A
DS00211	Warmer Sandwich Combo	122363	Bki	SFW24	02/03/2006	3,145.80	HURLBURT HALL	HU107D	03/10/2025	A
DS00213	Milk Shake Machine	M4034989	Taylor	79333	06/05/2014	12,226.85	HURLBURT HALL	HU107D	03/10/2025	A
DS00215	SNEEZEGUARD SYSTEM	4000000	BRASS SMITH	CUSTOM	01/26/2011	6,365.00	HURLBURT HALL	HU107C	03/10/2025	Α
DS00217	Food Processor	12300926	Brunner	Anliker Quatro	10/12/2013	5,627.65	219 E MAIN ST	MS	03/04/2021	M
DS00220	Cutter Food	32210252	Hobart	841862	09/19/2005	5,341.39	MUSE HALL	MUBB13	03/11/2025	A
DS00227	Ventless Hood System	V4.000.4000	Douglas Equipment	VENTMASTER 3626	11/25/1997	34,773.00	MUSE HALL	MUBB17	03/11/2025	A
DS00232	Salad Bar	YACS017200	Emerson	24' Curved Custom	07/15/2013	25,894.74	DALTON HALL	DHCRET	03/10/2025	A
DS00233	Hot/Cold Drop In Well	HRCP730613A0001	Wells	HRCP7300	07/15/2013	5,033.39	DALTON HALL	DHNOUR	03/10/2025	A
DS00234	Hot/Cold Drop-In Well	HRCP730512A0006	Wells	HRCP7300	07/15/2013	5,033.39	DALTON HALL	DHTAST	03/10/2025	A
DS00235	Hot Cold Drop In Unit	D21100614718001	Volrath	3667202DA	07/15/2013	5,158.81	DALTON HALL	DHCRET	03/10/2025	Α
DS00236	Hot cold Drop In Unit	D21100614718002	Vollrath	3667202DA	07/15/2013	5,158.81	DALTON HALL	DHCRET	03/10/2025	Α
DS00237	Drop-In Cold Food Pan	D18900614714001	Volrath	36442	07/15/2013	2,101.00	DALTON HALL	DHRELX	03/11/2025	Α

DS00238	Tray Accumulator System	I	Tray Con		08/19/2005	94,132.00	DALTON HALL	DH239	03/10/2025	Α
DS00239	Condiment Stand	NONE	None	NONE	08/31/2007	4,127.73	DALTON HALL	DH214C	03/10/2025	A
DS00240	Exhaust Hood				10/01/2003	3,149.63	DALTON HALL	DH214B	03/10/2025	A
DS00241	Grill Hood	42683	Halton	KVE	08/31/2007	4,820.48	DALTON HALL	DH214C	03/10/2025	Α
DS00242	Fire Suppression System	NONE	None	NONE	08/31/2007	4,136.48	DALTON HALL	DH214C	03/10/2025	Α
DS00243	Warmer	GA070053	Henny Penny	MP943	08/31/2007	2,432.81	DALTON HALL	DH214C	03/10/2025	Α
DS00244	Floor Scrubber	GE20HD1950001225	Global	261125	07/15/2013	4,704.73	DALTON HALL	DH245	03/25/2025	Α
DS00245	Safe	648435	Hermann Assoc	TL15	12/05/1991	3,947.00	DALTON HALL	DH207	03/11/2025	Α
DS00246	Work Table	None	John Boos	N/A Table; List ST6R53096SSK		2,210.67	DALTON HALL	DH253	03/10/2025	Α
DS00247	Food Processor	23601381	Robot Coupe	R6V	08/15/2001	1,972.41	DALTON HALL	DH253	03/11/2021	М
DS00249	Condensate Hood (component of 18389)	6070677	Rational		07/15/2013	5,270.60	DALTON HALL	DHNOUR	03/10/2025	Α
DS00251	Planetary Mixer	311518919	Hobart	Legacy HL800	05/23/2016	23,578.88	DALTON HALL	DH253	03/10/2025	Α
DS00252	Holding Oven	1721494000	Alto Sham	1200TH111	06/06/2016	8,478.95	DALTON HALL	DH253	03/10/2025	Α
DS00253	Holding Oven	1719664000	Alto Sham	1200TH111	06/06/2016	8,478.95	DALTON HALL	DH253	03/10/2025	Α
DS00254	Hot Box	C3215410052	Cambro	CAM3200	06/16/2016	9,488.95	MUSE HALL	MU	03/06/2024	М
DS00255	Food Slicer	38500N02042	Globe	3850N	09/13/2016	5,072.22	DALTON HALL	DH233	03/10/2025	Α
DS00259	Meat Slicer	31152226	Hobart	HS9N	08/25/2017	6,398.70	DALTON HALL	DH253	03/10/2025	Α
DS00261	Bread Slicer	202313	Oliver	732N	08/25/2017	6,327.72	DALTON HALL	DH233	03/10/2025	Α
DS00262	Kettle, Tilting	170823056271	Cleveland	KDL60T	11/06/2017	10,286.42	DALTON HALL	DH253	03/10/2025	Α
DS00263	Kettle, Tilting	170823056270	Cleveland	KDL60T	11/06/2017	10,286.42	DALTON HALL	DH253	03/10/2025	Α
DS00264	Kettle, Tilting	160823056258	Cleveland	KDL60T	08/25/2017	8,864.20	DALTON HALL	DH253	03/10/2025	Α
DS00265	Kettle, Cabinet	050917T40661691	Blodgett	CB42D106OK	08/25/2017	12,075.00	DALTON HALL	DH253	03/10/2025	Α
DS00266	Dishwasher (tag located on main power box)		J18043973	EUCCW6	05/31/2018	299,415.00	DALTON HALL	DH239	03/10/2025	Α
DS00267	Convection Oven (Double)	203474 / 203395	Oliver	690NC	06/20/2018	21,567.66	DALTON HALL	DH233	03/10/2025	Α
DS00268	Pressure Fryer	AA1803203	Henny Penny	C2000	05/11/2018	5,604.73	DALTON HALL	DH214C	03/10/2025	Α
DS00269	Sandwich Prep Table (tag inside mechanical door)	W15572991	Randell	9272W	01/29/2019	6,624.69	DALTON HALL	DH214A	03/11/2025	Α
DS00270	Soft Serve Machine	17187154056	SaniServ	A5011P	04/23/2019	13,648.04	DALTON HALL	DHINDL	03/10/2025	Α
DS00276	Griddle, Gas Counter Unit	GG45877	Keatiing	72X30LD	07/15/2013	10,550.38	DALTON HALL	DHTAST	03/10/2025	Α
DS00278	Food Locker System - Dalton 2	None	RPI Industries	ONDO	12/14/2020	26,194.40	DALTON HALL	DH214	03/10/2025	Α
DS00279	Food Locker System - Wendy's	None	RPI Industries	ONDO	12/14/2020	26,194.40	DALTON HALL	DH214	03/10/2025	Α
DS00280	Pizza Prep Refrigerator	M50382L	Hoshizaki	PR93A	01/31/2023	7,467.92	DALTON HALL	DHTAST	03/10/2025	Α
DS00281	Non-Refrigerated Self-Serve Display Case	09219216	RPI Industries	SCAS72DII	08/23/2021	10,245.95	DALTON HALL	DH214	03/10/2025	Α
DS00282	Heated Pass-Thru Cabinet	13606896	Victory	HSA201PTHD	09/03/2020	7,854.44	DALTON HALL	DH253	03/10/2025	Α
DS00283	Open Display Merchandiser	09219257	RPI Industries	SCAS60RIITC	08/23/2021	17,050.83	DALTON HALL	DH214	03/10/2025	Α
DS00284	Cook & Hold Oven	2992862000	Alto-Shaam	1000TH	08/23/2021	6,458.88	DALTON HALL	DH214	03/10/2025	Α
DS00285	Cook & Hold Oven	2992863000	Alto-Shaam	1000TH	08/23/2021	6,458.88	DALTON HALL	DH214	03/10/2025	Α
DS00286	Ice Machine	1120468612	Manitowoc	IDT1900W	04/18/2022	9,137.43	DALTON HALL	DH253	03/10/2025	Α
DS00287	Non-Refrigerated Self-Serve Display Case	09219215	RPI Industries	SCAS72DII	08/23/2021	10,246.95	DALTON HALL	DH214A	03/11/2025	A
DS00288	Ice Machine	1120510546	Manitowoc	IDT1900W	04/18/2022	9,137.43	DALTON HALL	DH145	03/11/2025	A
DS00289	Open Display Merchandiser	09219258	RPI Industries	SCAS60RIITC	08/23/2021	17,050.83	DALTON HALL	DH214A	03/11/2025	Α
DS00290	Food Locker System - Bonnie	None	RPI Industries	ONDO	12/14/2020	26,194.40	HURLBURT HALL	HU107	03/10/2025	A
DS00291	Food Locker System - Starbucks	None	RPI Industries	ONDO	12/14/2021	26,194.40	STARBUCKS	HB3045	03/04/2024	М
DS00292	Smoker Trailer	None	HBT Smokers	Goliath	06/04/2021	18,117.00	219 E MAIN ST	MS	03/11/2025	Α
DS00293	Smoker Trailer	None	HBT Smokers	Ultimate Gameday	06/04/2021	8,513.75	219 E MAIN ST	MS	03/11/2025	Α
DS00294	Display Case - Refrigerated, self-serve				02/25/2021	6,758.76	HURLBURT HALL	HU136	03/10/2025	A
DS00295	Reach-In Refrigerator	14002686	Beverage Air	PR2HC1AS6C	08/23/2021	6,211.51	HURLBURT HALL	HU107C	03/10/2025	Α
DS00296	Cook & Hold Oven	2986255000	Alto-Shaam	1000TH	08/23/2021	6,190.98	HURLBURT HALL	HU107C	03/10/2025	Α
DS00301	Refrigerated Deli Display Case	H2TDH48G3002	Turbo Air	TCDD48HBN	08/23/2021	8,684.11	219 E MAIN ST	MS	03/11/2025	A
DS00302	Non-Refrigerated Self-Serve Display Case	09219217	RPI Industries	SCAS72DII	08/23/2021	10,246.95	219 E MAIN ST	MS	03/11/2025	A
DS00303	Refrigerated Deli Display Case	H2TDH48F6001	Turbo Air	TCDD48HBN	08/23/2021	8,684.11	HURLBURT HALL	HU106A	03/10/2025	A
DS00304	Espresso Machine	N21030117	UNIC	Tango ST Duo	08/23/2021	21,530.67	HURLBURT HALL	HU106A	03/10/2025	A
DS00306	Walk-In Cooler/Freezer Combo	23040058	NorLake	Fineline FWC2127522	05/24/2023	51,858.01	HURLBURT HALL	HU109	03/10/2025	A
DS00307	Walk-In Cooler/Freezer Combo	23040059	NorLake	Fineline FWC2127523	05/24/2023	50,353.01	HURLBURT HALL	HU109	03/10/2025	A
DS00308	Espresso Machine	410041480	Thermoplan	Mastrena II	06/05/2023	15,799.00	STARBUCKS	HB3045	03/11/2025	A
DS00309	Espresso Machine	410041481	Thermoplan	Mastrena II	06/05/2023	15,799.00	STARBUCKS	HB3045	03/11/2025	A
DS00310	Refrigerated Pizza Prep Table	14802950	Beverage Air	DP67HC	12/11/2023	5,230.15	DALTON HALL	DH214B	03/10/2025	A
DS00310	Popcorn Machine	10701021	Gold Medal	Pop-O-Gold 2011-070	01/10/2024	6,940.50	DEDMON CENTER	DC	03/12/2025	A
DS00311	Combi-Oven	34080031 / 34080041	Alto-Shaam	CTC720G	01/08/2024	41,369.48	DALTON HALL	DH253	03/10/2025	A
DS00312	High Speed Oven	2306213091500	Merrychef	e2SDBMV6DFL2SBUS	11/08/2023	5,430.97	STARBUCKS	HB3045	03/11/2025	A
200010	riigii opood Oveii	2000210001000	Mon yoner	CZCDDWIVODI LZODOG	11/00/2023	5,450.87	STANDOONS	1100040	03/11/2023	

DS00314	High Speed Oven	2306213091502	Merrychef	e2SDBMV6DFL2SBUS	11/08/2023	5,430.97	STARBUCKS	HB3045	03/11/2025	Α
DS00315	Pressure Fryer	AA2401357	Henny Penny	PFE500.42	06/13/2024	9,682.64	HURLBURT HAL	HU107D	03/10/2025	Α
DS00316	Undercounter Refrigerator	10925593	True	TUC4804HC	07/24/2024	7,049.00	HURLBURT HAL	HU106A	03/10/2025	Α
DS00317	Refrigerated Pizza Prep Table	15202008	Beverage Air	DP72HC	08/01/2024	7,509.95	DALTON HALL	DHTAST	03/10/2025	Α
DS00318	High Speed Oven	2407213091164	Merrychef	e4SSTMV6DFU1S1US	09/30/2024	13,634.00	DALTON HALL	DH214A	03/11/2025	Α
DS00319	Nitro Cold Brew Dispenser	11462005	Automatic Bar Controls	JTNITCOML	08/28/2024	11,300.38	STARBUCKS	HB3045	03/11/2025	Α
DS00320	Self-Serve Refrigerated Case	0520240010152	Structural Concepts	SBZ6652DR	08/28/2024	10,552.17	STARBUCKS	HB3045	03/11/2025	Α
DS00321	Coffee Machine	CVDT24007226	Starbucks Coffee Company	Clover Vertica	03/31/2025	14,891.29	STARBUCKS	HB3045	05/02/2025	Α
DS00322	Reach-In Freezer		Beverage Air	FB49HCIS	05/08/2025	5,172.03	HURLBURT HAL	HU	07/18/2025	Α
DS00323	Refrigerated Display Case		Vollrath	RDCCB6055	05/08/2025	7,377.33	HURLBURT HAL	HU	07/18/2025	Α
DS00324	Gas Range		Vulcan	V6B36S	05/08/2025	10,786.35	HURLBURT HAL	HU	07/18/2025	Α
DS00325	Blast Chiller/Freezer		Beverage Air	CF031AG	05/08/2025	6,078.20	HURLBURT HAL	HU	07/18/2025	Α
DS00326	Hot/Cold Food Well		Wells	HRCP7300	05/08/2025	10,580.63	HURLBURT HAL	HU	07/18/2025	Α
DS00327	Hot/Cold Food Well		Wells	HRCP7300	05/08/2025	10,580.63	HURLBURT HAL	HU	07/18/2025	Α
DS00328	Hot/Cold Food Well		Wells	HRCP7300	05/08/2025	10,580.63	HURLBURT HAL	HU	07/18/2025	Α
DS00329	Hot/Cold Food Well		Wells	HRCP7300	05/08/2025	10,580.63	HURLBURT HAL	HU	06/19/2025	Α
DS00330	Cook & Hold Oven		Alto-Shaam	1000TH	05/08/2025	8,482.27	HURLBURT HAL	HU	07/18/2025	Α
DS00331	Cook & Hold Oven		Alto-Shaam	1000TH	06/03/2025	8,431.57	HURLBURT HAL	HU	07/18/2025	Α
DS00332	Cook & Hold Oven		Alto-Shaam	1000TH	06/03/2025	8,431.57	HURLBURT HAL	HU	07/18/2025	Α
DS00333	Gas Griddle		AccuTemp	GGF1201A4850TI	06/03/2025	13,284.86	HURLBURT HAL	HU	07/18/2025	Α
DS00334	Combi Oven		Vulcan	ABC7GNATP	06/03/2025	26,028.13	HURLBURT HAL	HU	07/18/2025	Α
DS00335	Blast Chiller/Freezer		Beverage Air	CF031AG	06/03/2025	6,041.87	HURLBURT HAL	HU	07/18/2025	Α
LOT00100	Furniture		Seating Concepts Inc		06/12/2019	8,110.14	DALTON HALL	DH		Α
LOT00147	Dining Equipment		Aydelott Equipment Inc		09/05/2019	10,193.48	DALTON HALL	DH		Α
LOT00303	Dining Services Equipment		Douglas Equipment		11/18/2021	24,278.54	DALTON HALL	DH		Α
196	Count by Organization					\$2,321,995.01	Total Purchase Amount by	Organization		
25210	25210 Dining Services-Major Improvements									

5210	Dining Services-Major Improvements	5

Asset ID	Asset Description	Serial Number	MFG	Model	Acquired Date	Acquired Value	Building Description	Location Code	Custodian ID	Inv Date	Current Status
18364	KITCHEN DISPLAY SYSTEM		CBORD		06/10/2009	6,084.94	DALTON HALL	DH	03	3/10/2025	Α
DS00061	Combi-Oven	E625E08062144133	RATIONAL	SCC62	03/18/2009	23,039.00	DALTON HALL	DHNOUR	03	3/10/2025	Α
DS00155	Mobile Heated Cabinet	20080808076	WINSTON	HA4522HL5	03/18/2009	5,009.00	MUSE HALL	MUBB17	03	3/11/2025	Α
DS00156	Combi-Oven	E62SE08062145782	RATIONAL	SCC62	03/18/2009	38,479.00	DALTON HALL	DH	03	3/10/2025	Α
DS00157	Gas Range	R4300	GARLAND	M43R	03/18/2009	5,411.00	MUSE HALL	MUBB17	03	3/11/2025	Α
DS00158	Charbroiler	NONE	MAGIC KITCHEN	FM4MB636	03/18/2009	5,493.00	MUSE HALL	MUBB17	03	3/11/2025	Α
DS00162	Electric Induction Range	63218234C0105	COOK TEK	MB6061R	03/18/2009	6,519.00	MUSE HALL	MUBB17	03	3/11/2025	Α
DS00225	Sneeze Guard	NONE	NONE	ZG9500	03/18/2009	13,601.00	MUSE HALL	MUBB17	03	3/11/2025	Α
8	8 Count by Organization				\$103,635.94	Total Purchase Amount b	y Organization				

ATTACHMENT E R25-010 DINING SERVICES OPERATIONS RFP TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS: See GENERAL TERMS AND CONDITIONS

II. ADDITIONAL TERMS AND CONDITIONS:

- 1. **ADDITIONAL GOOD AND SERVICES**: The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services, under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the contract.
- 2. **AUDIT**: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Radford University, its authorized agents, and/or state auditors shall have full access and the right to examine any of said materials during said period.
- 3. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that Radford University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
- 4. **CANCELLATION OF CONTRACT:** Radford University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- 5. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all addendums thereof, the proposal submitted by the Contractor, the written results of negotiations, the University Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
- 6. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package and identified as follows:

From

Name of Offeror	Due Date	Time Due
Street or Box Number		Solicitation Number
City, State, Zip Code		Solicitation Title
Name of Procurement Officer:		

The envelope should be addressed to:

RADFORD UNIVERSITY Procurement and Contracts Department P.O. Box 6885 501 Stockton Street Radford, Virginia 24142 The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

7. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered, mailed or electronically submitted to the address of the respective party at the following address:

If to the Contractor: Address Shown on the RFP Cover Page

Attention: Name of Person Signing RFP

If to Radford University:

RADFORD UNIVERSITY
Procurement and Contracts Department
Attn: Procurement Officers Name
P.O. Box 6885
501 Stockton Street
Radford, Virginia 24142

- 8. **PUBLIC POSTING**: Radford University maintains a web-based contract database with a public gateway access. Any resulting cooperative contract(s) to this solicitation will be posted to the publicly accessible website. Contents identified and mutually negotiated, as proprietary information will not be made public.
- 9. **SEVERAL LIABILITY:** Radford University will be severally liable to the extent of its purchase made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

III. SPECIAL TERMS AND CONDITIONS:

- 1. **ADVERTISING**: In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Radford University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that Radford University has purchased or uses its products or services, and the Contractor shall not include Radford University in any client list in advertising and promotion materials without the express written consent of the University.
- 2. **COMPLIANCE**: The Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or the Contractor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations.
- 3. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor assures that the information and data obtained as to personal facts and circumstances related to faculty, students or staff and affiliates will be collected and held confidential, during and following the term of this contract, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or the Code of Virginia. This shall include FTI, which is a term of art and consists of federal tax returns and return information (and information derived from it) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (IRC) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information (PII). Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the University of any breach or suspected breach in the security of such information. Contractors shall allow the University to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- 4. **CONTRACTOR PERSONNEL:** All employees of the Contractor shall comply with the rules, regulations, policies and procedures of Radford University and shall maintain proper conduct. In the event the University finds, at its sole discretion, that an employee of the Contractor is objectionable to the University that employee shall be removed by the Contractor from University grounds and shall not again be employed by the Contractor on University grounds until approved by the University.

5. CONTINUITY OF SERVICES:

- A. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon Contract expiration, a successor, either the University or another Contractor, may continue them. The Contractor agrees:
 - 1) To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - 2) To make all University owned facilities, equipment and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
 - 3) That the University Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- B. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in/phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
- 6. **CRIMINAL CONVICTION CHECKS**: All criminal conviction checks must be concluded prior to the Contractor's employees gaining access to the Radford University Campus. Employees who have separated employment from Contractor shall undergo another background check prior to re-gaining access to the Radford University campus. Contractor shall ensure subcontractors conduct similar background checks. Radford University reserves the right to audit a Contractor's background check process at any time. All employees have a duty to self-disclose any criminal conviction(s) occurring while assigned to the Radford University campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Radford University Contract Administrator within 5 days. If at any time during the term of the contract Radford University discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the Contractor shall remove that employee's access to the Radford University campus, unless Radford University consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the Contract.
- 7. **DATA AUTHENTICITY, INTEGRITY AND AVAILABILITY:** The Contractor will take reasonable measures, including audit trails, to protect University Data, as stated in the Proposal, against deterioration or degradation of data quality and authenticity. The Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, "is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration."

The Contractor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and/or to the most current backup available.

The Contractor will maintain an uptime of 99.99% or greater, as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations.

8. **DATA PRIVACY**: The Contractor will use University Data only for the purpose of fulfilling its duties under this Contract and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this Contract or as otherwise required by law.

University Data will not be stored outside the United States without prior written consent from the University.

The Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under this Contract. The Contractor will ensure that the Contractor's employees who perform work under this Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Contract. If the Contractor will have access to the University's Education records as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of this Contract it will be designated as a "school official" with "legitimate educational interests" in the University Education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. The Contractor will use the Education records only for the purpose of fulfilling its duties under this Contract for University's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this Contract, required by law, or authorized in writing by the University.

9. DATA TRANSFER UPON TERMINATION OR EXPIRATION:

The Contractor's obligations shall survive termination of this Contract until all University Data has been returned or Securely Destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.

Upon termination or expiration of this Contract, the Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 60 days of termination of this Contract. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. The Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.

In the event that the University requests destruction of its data, the Contractor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University data. The Contractor agrees to provide documentation of data destruction to the University and to complete any required Commonwealth of Virginia documentation regarding the destruction of University Data.

The Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to the Contractor's facilities to remove and destroy University-owned assets and data. The Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. The Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

10. DATA SECURITY:

The Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure the Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.

The Contractor will store and process University Data in a secure site and will provide a SAS 70, SAS 70 Type II, SSAE 16, SOC 2 or SOC 3 security report from a third-party reviewer along with annual updated security reports.

The Contractor will use industry-standards and up-to-date security tools, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring and third-party penetration testing in providing services under this Contract.

Without limiting the foregoing, the Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption.

The University may inspect the data center used to store and process University Data annually or at any time upon request.

11. **INSURANCE**:

By signing and submitting a Proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§2.2-4332 and 65.2-800 et seq of the *Code of Virginia*. The Offeror further certifies that the Contractor and any subcontractors will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- ☑ Worker's Compensation Statutory requirements and benefits.
- ⊠ Employers Liability \$100,000.00
- ⊠ Commercial General Liability \$1,000,000.00 per occurrence and \$2,000,00 in the aggregate to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Radford University shall be named as an additional insured to the policy by endorsement.

- Automobile Liability \$1,000,000 combined single limit. Required only if a motor vehicle not owned by the University is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third-party owner of such motor vehicle.)
- Builders Risk For all renovation and new construction projects under \$100,000 Radford University will provide All Risk Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the Contractor will be required to provide All Risk − Builders Risk Insurance in the amount of the Contract and name Radford University as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.
 - *The Contractor agrees to be responsible for, indemnify, defend and hold harmless Radford University, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the Contract, including but not limited to claims under the Worker's Compensation Act. The Contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Radford University, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the Contract.
- 12. **LABELING OF HAZARDOUS SUBSTANCES**: If the items or products requested by this solicitation are "Hazardous Substances" as defined by the § 10.1-1400 of the <u>Code of Virginia</u> (1950), as amended, or #§ 1261 of Title 15 of the United States Code, then the Offeror, by submitting its Proposal, certifies and warrants that the items or products to be delivered under this Contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Offeror does not violate any of the prohibitions of the Virginia Waste Management Act, Title 10.1, Chapter 15 of the Code of Virginia. or Title 15 U.S.C. § 1263.
- 13. **LICENSE TO USE RADFORD UNIVERSITY LICENSED INDICIA**: By signing and submitting this Proposal, the Offeror agrees that if it is awarded a purchase order/contract as a result of this solicitation, it will follow the procedures outlined by Radford University's Licensing and Trademarks Administration to become a licensed vendor authorized to use Radford University licensed indicia identified in the solicitation and to follow all procedures for submitting artwork for product for approval prior to producing any product with Radford University indicia. *More information on the licensing process and application can be located at <u>Radford University Brand Guide</u>.*
- 14. <u>PCI COMPLIANCE</u>: Contractor represents and warrants for the life of the Contract that it is responsible for the security of payment card information in its possession including all functions relating to storing, transmitting, and ensuring the security of Cardholder Data (CHD). The Contractor agrees that it and any Third-Party provider that Contractor engages, complies with the current version of the Payment Card Industry (PCI) Data Security Standard (PCI DSS) and will maintain compliance with the PCI DSS or any successor certification established by the PCI Security Standards Council (PCI SSC). Contractor agrees that all Payment Applications used are compliant with the Payment Application Data Security Standard (PA DSS), or any successor certification established by the PCI SSC. Contractor will immediately notify the University if it learns it is, or can reasonably expect to be, no longer PCI DSS compliant and will provide the University with the steps being taken to remediate the non-compliance status.

The Contractor agrees to provide the University at least annually or on written request a current (no more than 2 months old) and complete a copy of their Attestation of Compliance (AOC) signed by a duly authorized officer of the Contractor. Further, Contractor agrees to provide to the University proof of current (no more than 3 months old) passing external vulnerability scan as submitted by an Approved Scanning Vendor (ASV).

Contractor will keep data confidential and not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents, or data provided or disclosed to the Contractor or any account information related to payment cards or cardholders for any purpose other than performing the Contractor's obligation under this Contract.

Contractor will inform the University within twenty-four hours if it has knowledge, or can reasonably expect that a security breach has occurred. Contractor takes responsibility for the payment of fines, penalties, lawsuits, and other costs incurred that result form a breach that can be traced to the action or inaction of the Contractor, and will assume 100% of those costs assuming no contributory negligence on the part of the University, merchant acquirer, merchant bank, or other negligent third-party.

Contractor agrees to indemnify and hold the University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action suits, judgements, assessment, costs (including reasonable attorney's fees), and expenses arising out of or relating to any loss of University customer credit card or identify information managed, retained, or maintained by the Contractor, including, but not limited to fraudulent or unapproved use of such credit card or identity information.

Contractor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Contractor in the event Contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

- 15. **RELOCATION OF EQUIPMENT:** Should it become necessary to move equipment covered by the Contract to another location, the University reserves the right to do so at its own expense. If Contractor supervision is required, the University will provide prior written notice of the move at least thirty days in advance, in which case the Contractor shall provide the required services and be reasonably compensated by the University. Both the compensation to be paid and any adjustment to the maintenance terms resulting from the move shall be as mutually agreed between the parties. Regular maintenance charges shall be suspended on the day the equipment is dismantled and resume once the equipment is again certified ready for operational use.
- 16. **RENEWAL OF CONTRACT**: This Contract may be renewed by Radford University upon written agreement of both parties. The initial term of the contract shall be for five (5) years, with two additional five (5) year renewals thereafter, under the terms of the current Contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- 17. **REPAIR PARTS**: In the event that the performance of maintenance services under the Contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the contractor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of Radford University.

18. REQUESTS FOR DATA, RESPONSE TO LEGAL ORDERS OR DEMANDS FOR DATA:

- A. Except as otherwise expressly prohibited by law, the Contractor will:
 - 1) Immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by the Contractor seeking University Data;
 - 2) Consult with the University regarding its response;
 - 3) Cooperate with University requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - 4) Upon University request, provide said with a copy of its response.
- B. The Contractor will make itself and any employees, contractors or agents assisting the Contractor in the performance of its obligations under the Contract available to the University at no cost to the University based upon claimed violation of any laws relating to security and/or privacy of the data that arises out of this contract. This shall include any data preservation or eDiscovery required by the University.
- C. The University may request and obtain access to University Data and related logs at any time for any reason.
- 19. **SAFETY**: The Contractor bears sole responsibility for the safety of its employees. The Contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The Contractor shall take steps as necessary to protect the safety and health of University employees, students, and visitors during the performance of their work. In addition, the Contractor must also provide the University with a written safety program that it intends to follow in pursuing work under this contract. No work under this Contract will be permitted until the university is assured that the Contractor has an adequate safety program in effect.
- 20. **SAFETY DATA SHEETS (SDS)**: Safety Data Sheets and descriptive literature shall be provided with the Proposal for each chemical and/or compound offered. Failure on the part of the Offeror to submit such data sheets may be cause for declaring the Proposal as nonresponsive.

21. SECURITY BREACH:

A. Response. Immediately (within one calendar day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, the Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, the Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.

- B. Liability. In addition to any other remedies available to the University under law or equity, the Contractor will pay for or reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or Contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach. The Contractor agrees to indemnify, hold harmless and defend the University from and against any and all claims, damages, or other harm related to such Security Breach.
- 22. **WORK SITE DAMAGES**: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this Contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

ATTACHMENT F R25-010 DINING SERVICES OPERATIONS RFP DATA PROTECTION FOR HOSTED OR CLOUD SERVICES AS SET FORTH BY RADFORD UNIVERSITY

1. **Definitions:**

- a. The "Agreement" includes the contract, this addendum and any additional addendums and attachments to the contract.
- b. ''University'' or ''the University'' means Radford University, its trustees, officers and employees. The point of contact for the university is the contract administrator for this agreement.
- c. "Vendor" or "the vendor" means the contractor, firm or organization that is selected to fulfill this agreement, including any subcontractor selected by the Vendor to fulfil any portion of this Agreement.
- d. ''University Data'' is defined as any data that the Vendor creates, obtains, accesses, transmits, maintains, uses, processes, stores or disposes of in performance of the Agreement. It includes all Personally Identifiable information and other information that is not intentionally made generally available by the University on public websites.
- e. ''Personally Identifiable Information'' (PII) includes but is not limited to: Any Information that directly relates to an individual and is reasonably likely to enable identification that individual or information that is defined by as PII and subject to protection by Radford University under federal or Commonwealth of Virginia law.
- f. 'Security Breach' means a security –relevant event in which security of a system or procedure involving University Data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration or use.
- g. "Service" or "Services" means any goods or services acquired by the University from the Vendor.

2. Rights and License in and to University Data:

The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and the Vendor has limited nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

3. Disclosure:

Unless expressly agreeing to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the vendor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.

4. Data Privacy:

- a. The Vendor will use University Data only for the purpose of fulfilling its duties under this Agreement and will not share such data or disclose it to any third party without the prior written consent of the University, except as required by this Agreement or as otherwise required by the law.
- b. University Data will not be stored outside the United States without prior written consent from the University, nor will the Vendor allow access to University Data to subcontractors outside the United States for fulfillment of this contract without prior notification to the customer.
- c. The Vendor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfil obligations under this Agreement. The Vendor will ensure that the Vendor's employees who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement.

5. Data Security:

- a. The Vendor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and or use. Such measures will be no less protective than those used to secure the Vendor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
- b. The Vendor will store and process University Data in a secure site and will provide an annual SSAE 16, SOC 2 or ISAE 3402 Type 2 security report from a third -party reviewer, along with an annual updated security questionnaire.
- c. The Vendor will use industry-standard and up-to-date security tools, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring and third-party penetration testing to assure system security as it provides services under this Agreement.
- d. The Vendor will ensure that any customer data eligible for destruction in the data lifecycle is securely and auditably destroyed.
- e. The Vendor warrants that any hosted applications to be accessed by the customer will occur over encrypted channels, and that the keys used for that encryption will be stored in a secured manner.
- f. All encryption of data at rest will use open, best-practice encryption algorithms and not proprietary algorithms.

- g. The University may elect to provide its own encryption key for data at rest or for IAAS/PAAS services, and expects that the Vendor will control and audit access to this key for the lifetime of the agreement.
- h. The University may inspect the data center used to store and process University Data annually or at any time request.

6. Data Authenticity, Integrity and Availability:

- a. The Vendor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. The Vendor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, ''is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolesce or deterioration.''
- b. The Vendor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in -time and \or to the most current backup available.
- c. The Vendor will maintain an uptime of 99.99% or greater, as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations.

7. Employee Background Checks and Qualifications:

- a. The Vendor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this agreement including but not limited to all terms relating to data and intellectual property protection.
- b. If the Vendor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, the Vendor shall perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: Social Security Number trace; seven(7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

8. Security Breach:

- a. Response. Immediately (within one day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclose or use of University Data, the Vendor will notify the University, exercise due care to preserve evidence, investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, the Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, to regulatory agencies, or other entities, without prior written permission from the University.
- b. Liability. In addition to any other remedies available to the University under law or equity, the Vendor will pay for or reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach. The Vendor agrees to indemnify, hold harmless and defend the University from and against any and all claims, damages, or other harm related to such Security Breach.

9. Requests for Data, Response to Legal Orders or Demand for Data:

- a. Except as otherwise expressly prohibited by law, the Vendor will:
 - i. immediately notify the University of any subpoenas, warrants, or other legal orders, demand or requests received by the Vendor seeking University Data;
 - ii. consult with the University regarding its response;
 - iii. cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - iv. upon the University's request, provide the University with a copy of its response.
- b. The Vendor will make itself and any employees, contractors or agents assisting the Vendor in the performance of its obligations under the Agreement available to the University at no cost to the University based upon claimed violation of any laws relating to security and\ or privacy of the data that arises out of this agreement. This shall include any data preservation or eDiscovery required by the University.
- c. The University may request and obtain access to University Data related logs at any time for any reason.

10. Data Transfer Upon Termination or Expiration:

a. The Vendor's obligations shall survive termination of this Agreement until all University Data has been returned or Securely destroyed, meaning taking actions that render data written on media unrecovered by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.

- b. Upon termination or expiration of this Agreement, the Vendor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 60 days of termination of this Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. The Vendor shall ensure that such transfer/migration uses facilities and methods that are compatible with relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
- c. In the event that the University requests destruction of its data, the Vendor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Vendor might have transferred University Data. The Vendor agrees to provide documentation of data destruction to the University and complete any required Commonwealth of Virginia documentation regarding destruction of University Data.
- d. The Vendor will notify the University of Impending Cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to the Vendor's facilities to remove and destroy University-owned assets and data. The Vendor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. The Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtown and effect on the University, all such work to be coordinated and performed in advance of the formal, final date.

11. Audits:

- a. The University reserves the right in its sole discretion to perform audits of the Vendor at the University's expense to ensure compliance with the terms of this Agreement. The Vendor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Vendor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If the Vendor must under this agreement create, obtain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, the Vendor will at its expense conduct or have conducted at least annually a(n):
 - i. American Institute of CPAs Service Organization Controls (SOC) type II audit, or other security audit objectives deemed sufficient by the University, which attests the Vendor's security policies, procedures and controls;
 - ii. vulnerability scan, performed by a scanner approved by the University, of the Vendor's electronic systems and facilities that are used in a way to deliver electronic services under this Agreement; and
 - iii. formal penetration test, performed by a process and qualified personnel approved by the University, of the Vendor's electronic systems and facilities that are used in a way to deliver electronic services under this Agreement.
- c. Additionally, the Vendor will provide the University upon request the results of the above audits, scans and tests and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement. The University may require, at the University expense, the Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.

12. Compliance:

- a. The Vendor will comply with all applicable laws and industry standards in performing services under this Agreement. Any Vendor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to the Vendor upon request.
- b. The Vendor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/ or the Vendor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and the Federal Export Administration Regulations.

13. Liability

a. The Vendor is liable for the actions of its subcontractors, and responsible for understanding and complying to jurisdictional requirements for data protection as it executes this agreement.

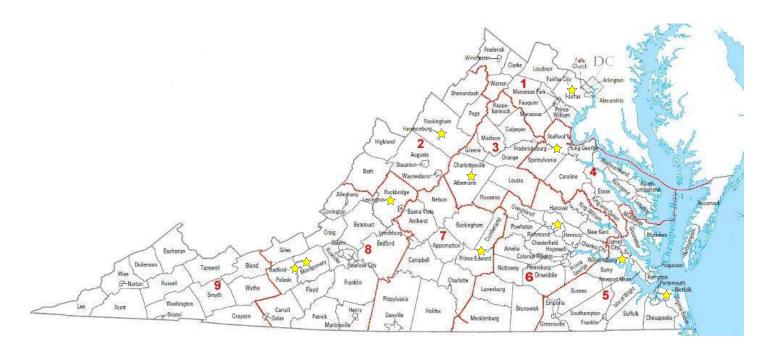
ATTACHMENT G R25-010 DINING SERVICES OPERATIONS RFP SAMPLE CONTRACT FORM

Standard Contract form for reference only Offerors do not need to fill in this form.



phy Ag	This contract entered into this day of, hysical address), hereinafter called the "Contractor" and C gency or Radford University", located at 801 East Main Str	20, by Commonwealth oreet, Radford, V.	of Virginia, Radford Un i A. 24142."	, located at (insert complete iversity, called the "Purchasing
1.	. WITNESSETH that the Contractor and Radford Universities, agree as follows:	rsity, in conside	ration of the mutual cove	nants, promises and agreements
2.	SCOPE OF CONTRACT: The Contractor shall provide Documents.	ide	to Radford Univer	sity as set forth in the Contract
3.	TERM OF CONTRACT: From thr renewal options or as negotiated, to include all contra	roughactual provision	with with	(number of years) year
4.	. THE CONTRACT DOCUMENTS SHALL CONSIST	T OF:		
	This signed Radford University Standard Contra	act. Document;		
	Radford University's Request for Proposal (RFF (list all addendums in this format).	P) Rxx-xxx dated	d, Addeno	lum xxx dated
	Contractor's Proposal signed and dated			
	Negotiation Summation: (List each document	by title and exe	ecution date)	
5.	COMPENSATION AND METHOD OF PAYMENT the contract documents. (*Note: If advantageous you			d University in accordance with
IN	N WITNESS WHEREOF, the parties have caused this Cor	ntract to be duly	executed intending to be	bound thereby.
CC	CONTRACTOR:	RAD	FORD UNIVERSITY	
Pri	rint Name:	Prin	t Name:	
Tit	itle:	Title	:	
Sig	ignature:	Sign	ature:	
Da	Pate:	Date	:	

ATTACHMENT H R25-010 DINING SERVICES OPERATIONS RFP ZONE MAP



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

Zone 1 George Mason University (Fairfax)	Zone 2 James Madison University (Harrisonburg)	Zone 3 University of Virginia (Charlottesville)
Zone 4 University of Mary Washington (Fredericksburg)	Zone 5 Christopher Newport University (Hampton) College of William and Mary (Williamsburg) Old Dominion University (Norfolk) Norfolk State University (Norfolk)	Zone 6 Virginia Commonwealth University (Richmond)
Zone 7 Longwood University (Farmville)	Zone 8 Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	Zone 9

The zone map is provided for the Offeror to determine appropriate pricing structures based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth of Virginia. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.



ATTACHMENT I R25-010 DINING SERVICES OPERATIONS RFP Virginia's Total e-Procurement Solution

www.eva.virginia.gov

Quick Steps for Submitting an Electronic Response to an RFP Solicitation

Need help? Call eVA Customer Care at 866-289-7367 or Email eVA Customer Care @ dgs.virginia.gov General Requirements

- Your business must be eVA registered and in active status.
- AVOID waiting until the day the solicitation closes to submit your response.
- Delaying submission could put your response at risk of not being accepted on time.

	- Delaying submission could put your response at risk of not being accepted on time.			
1	Login to eVA	Login with your eVA account user name and password @		
		https://vendor.cgieva.com/loginEngine/index.jsp ** If you have not		
		registered, use the <i>Register</i> button.		
2	Find the Solicitation	i.	Enter solicitation number/description into the Search field.	
		ii.	Click the Search icon	
		iii.	Click the View Opportunity button on the solicitation you wish to view.	
			Didn't find it? Use the Advanced Search filters.	
3	Review Solicitation	i.	Review the solicitation posting and attachments.	
	& begin the response	ii.	Click Respond Online	
4	Response Steps: 1: Response Header	i.	Click on +Solicitation Summary for a summary of the solicitation.	
		ii.	Attach Your Files. *The maximum size allowed for each file is 60.0MB.	
		NOTE	 a. Click Add Attachment button b. Click Browse/Choose File, locate the file you want to attach, and click Open, select file attachment Type: Standard, Pricing, or Proprietary; repeat this step as necessary to attach more files. c. Click Attach File(s) button E: If you need to attach more than five files, repeat a-c. 	
		iii.	Respond to Evaluation Criteria, Reminders, and enter any Overall Response Comments (Optional) as applicable.	
		iv.	Click Next	
	2: Subcontractor Plan	NOTE	Small Business Subcontracting Plan Submission, refer to the instructions provided in the solicitation.	
		i.	Click Next	
		NOTE	A warning pop-up confirmation message will appear if you have not answered the subcontractor plan questions, "Who will be doing the work?". Click Cancel to edit response and add a subcontractor plan or click Continue to review and submit the respond.	
	3: Review & Submit	i. ii.	Review response and click Submit Confirm submission of response by clicking the Submit button on the pop up.	

	Review & Submit	NOTE	E: You will receive a "Your response has been submitted. Click Close to		
	(cont'd)	exit." confirmation screen once your response has successfully submitted.			
		Wilcome, Cameri Smith Sept Out			
			Your response has been submitted. Click Close to exit.		
			Close		
		iii.	Click Close		
5	Verify Acceptance / Review Response	i.	From the Home page, Click the My Business dropdown box and click the Responses link (top of page).		
		ii.	Find the solicitation number and corresponding Response ID, if labeled "Submitted" your response has been accepted.		
		iii.	To Review the response, click the View/Edit Response button and navigate		
		iv.	through each step. Click Exit to close out of the response, click Exit once more on the		
			confirmation message.		
			NOTE: You will receive an "Action is now complete. Click Close to exit."		
		@VA	Vision Stre Street Comment Constitute Constitute Constitute Street Constitute Constitute Street Consti		
			Action is complete. Click Close to exit.		
			CORA		
		v.	Click the Close button		
6	Amend Response	i.	From the Home page, click the My Business dropdown box and click the		
			Responses link (top of page).		
		ii.	Find the latest version of your solicitation response and click the		
			View/Edit Response button.		
		iii.	Click Edit button (top of page), status will now be showing " Not Submitted "		
		iv.	Update information as necessary to this page		
		V.	Click Next		
		NOTI	OTE: Small Business Subcontracting Plan Submission, refer to the instructions provided in the solicitation.		
		vi.	Click Next		
		vii.	Review response and click Submit		
		VIII.	Confirm submission of response by clicking the Submit button on pop up.		
		NOTE: You will receive a "Your response has been submitted. Click Close to exit." confirmation screen once your response has successfully submitted.			
		(CVA), VINDOR SELF SERVE CONTROL CONTROL SOCIED SOC			
		Your response has been submitted. Click Close to exit.			
		ix.	Click Close		
_		i.	From the Home page, click the My Business dropdown box and click the		
7	Withdraw Response		Responses link (top of page).		
		ii.	Find the latest version of your solicitation response and click the		
			View/Edit Response button.		
		iii.	Click Withdraw (top of page)		
	<u>I</u>		(1 1 0 /		

	Withdrawn Response (cont'd)	iv. Confirm and click Withdraw on pop up NOTE: You will receive a "You have withdrawn your response. Click Close to exit." confirmation screen once your response has successfully submitted. ONE VICTORY STATE STATE CONTROLLED THE THE THE TOTAL PAPER OF THE TO		
		v. Click Close vi. Status under Response will now be Withdrawn		
8	Print Response	 i. From the Home page, click the My Business dropdown box and click the Responses link (top of page). ii. Find the latest version of your solicitation response and click the View/Edit Response button. iii. Click the Next button to navigate to Step 3: Review & Submit iv. Click Print 		
		v. Click Exit		

ATTACHMENT J R25-010 DINING SERVICES OPERATIONS RFP VENDOR DATA SHEET

*Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid/offer nonresponsive.

Qualifications: The vendor must have the capability and capacity in all requirements.	respects to satisfy fully all of the contractual				
Vendor's Primary Contact:					
NAME: PHONE:					
Year's in Business: Indicate the length of time you have been in business providing this type of good or service: YEARS: MONTHS:					
References: Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address and telephone number of the point of contact.					
Company:	Contact:				
Phone: () Fax: ()	Email:				
Project:					
Dates of Service:	\$ Value:				
Company:	Contact:				
Phone: ()	Email:				
Fax: ()					
Project:					
Dates of Service:	\$ Value:				

VENDOR DATA SHEET

Company:	Contact:	
DL	E 2.	
Phone: ()	Email:	
Fax: () Project:		
Dates of Service:	\$ Value:	
Company:	Contact:	
Phone: ()	Email:	
Fax: () Project:		
Dates of Service:	\$ Value:	
certify the accuracy of this information.		
Signed:		
Title:		
Date:		